

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. DACA09-99-R-0012	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 06/28/99	PAGE OF PAGES

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W81EYN-9074-9011	6. PROJECT NO.
7. ISSUED BY US ARMY CORPS OF ENGINEERS CESPL-CT-P P.O. BOX 532711 LOS ANGELES CA 90053-2325	CODE SPLCT-P	8. ADDRESS OFFER TO SPLCT-P US ARMY CORPS OF ENGINEERS CESPL-CT-P P.O. BOX 532711 LOS ANGELES CA 90053-2325
9. FOR INFORMATION CALL:	A. NAME MARIA CISNEROS C04	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (213) 452-3242

### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACTS FOR ASPHALT AND CONCRETE  
REPAIRS AND IMPROVEMENTS AT MILITARY INSTALLATIONS, CIVIL PROJECTS SITES  
AND OTHER CORPS OF ENGINEERS CUSTOMERS

THE CONTRACTOR SHALL MARK ONE BLOCK BELOW TO SPECIFY THE PROSPECTIVE  
CONTRACT THEY ARE PROPOSING ON.

\_\_\_\_\_ HIGH DESERT "UNRESTRICTED" (FOR LARGE AND SMALL BUSINESSES)

\_\_\_\_\_ SOUTHERN CALIFORNIA "SMALL BUSINESS SET-ASIDE"

NOTE: LARGE BUSINESSES MAY SUBMIT AN OFFER ONLY ON THE HIGH DESERT,

11. The Contractor shall begin performance within \_\_\_\_\_ \* \_\_\_\_\_ calendar days and complete it within \_\_\_\_\_ \* \_\_\_\_\_ calendar days after receiving  
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See \*SECTION 00800 \_\_\_\_\_.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?  
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO SEE SECTION 00800 AND SECTION 00010, PAGE 00010-3

12B. CALENDAR DAYS

PER TASK ORDER

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and \_\_\_\_\_ 5 \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_ 2:00PM \_\_\_\_\_ (hour)  
local time \_\_\_\_\_ 07/28/99 \_\_\_\_\_ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes  
containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by  
reference.

D. Offers providing less than \_\_\_\_\_ 90 \_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be considered and  
will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)				15. TELEPHONE NO. (Include area code)			
DUNS NO. _____ CAGE CODE: _____				16. REMITTANCE ADDRESS (Include only if different than Item 14)			
CODE		FACILITY CODE					
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)							
<b>AMOUNTS</b> ▶		DACA09-99-R-0012, SEE PRICING SCHEDULES, SECTION 00010, "UNRESTRICTED", HIGH DESERT (PAGES 00010-5 - 00010-25) AND SECTION 00010A, "SMALL BUSINESS SET ASIDE", SOUTHERN CALIFORNIA (PAGES 00010A-25 - 00010A-46)					
18. The offeror agrees to furnish any required performance and payment bonds.							
19. ACKNOWLEDGMENT OF AMENDMENTS							
(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)							
AMENDMENT NO.							
DATE							
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				20B. SIGNATURE		20C. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
21. ITEMS ACCEPTED:							
22. AMOUNT				23. ACCOUNTING AND APPROPRIATION DATA			
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			
26. ADMINISTERED BY			CODE	27. PAYMENT WILL BE MADE BY			
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>							
<input type="checkbox"/> <b>28. NEGOTIATED AGREEMENT</b> (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.				<input type="checkbox"/> <b>29. AWARD</b> (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.			
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)				31A. NAME OF CONTRACTING OFFICER (Type or print)			
30B. SIGNATURE		30C. DATE		31B. UNITED STATES OF AMERICA  BY		31C. AWARD DATE	

CERTIFICATE OF CORPORATE PRINCIPAL

- 1) IF THE OFFEROR IS A JOINT VENTURE, COMPLETE THE FOLLOWING:

_____	_____	_____
(Company Name)	(Signature)	(Title)
_____	_____	_____
(Company Name)	(Signature)	(Title)
_____	_____	_____
(Company Name)	(Signature)	(Title)

- 2) IF THE OFFEROR IS PARTNERSHIP, LIST FULL NAME OF ALL PARTNERS:

_____	_____	_____
(Company Name)	(Signature)	(Title)
_____	_____	_____
(Company Name)	(Signature)	(Title)
_____	_____	_____
(Company Name)	(Signature)	(Title)

- 3) IF THE OFFEROR IS A CORPORATION, THE FOLLOWING CERTIFICATION SHOULD BE COMPLETED:

CERTIFICATION AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as principal in the within contract; that \_\_\_\_\_, who signed the said contract on behalf of the principal, was the \_\_\_\_\_ of the corporation; that I know his signature and that his signature is genuine; and that said contract was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
CORPORATE PRINCIPAL

CORPORATE SEAL

\_\_\_\_\_  
SECRETARY

SECTION 00010  
SUPPLIES OR SERVICES AND PRICE/COSTS

1. All prices shall include overhead where applicable and profit.
2. All extension of the Unit Prices shown will be subject to verification by the Government. In case of variation between the unit price and the extension, the unit price will be considered the offer.
3. If an offer or modification to an offer based on unit prices is submitted which provides for a lump sum adjustment to the total estimated amount, the application of the lump sum adjustment to each unit price in the schedule(s) must be stated. If it is not stated, the offeror agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the schedule(s).
4. Amounts and prices shall be indicated in either words or figures, NOT BOTH.
5. The contract clause 52.232-27, "Prompt Payment for Construction Contracts" requires that the name and address of the contractor official to whom payment is to be sent, be the same as that in the contract or in a proper notice of assignment.
6. PAYMENT OF ELECTRONIC FUNDS TRANSFER (EFT) is the method of contract payment. The contractors attention is directed to Contract Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment."
7. Offeror Please Note: Each Indefinite Quantity contract shall require the Government to order supplies or service priced at: (i) Two percent of the stated maximum for the base period or \$500,000., whichever is less, and (ii) For any option period that is exercised, one percent of the stated maximum or \$250,000., whichever is less.
8. Offerors are cautioned to check their pricing schedules carefully for errors prior to submission. If the pricing schedules contain unit prices, they should be extended to the actual amount and not rounded off.
9. Both Small Businesses and Large Business may submit a Price Proposal for "High Desert Pricing Schedule", Section 00010, pages 00010-5 - 00010-25.
10. **ONLY** Small Businesses may submit a Price Proposal(s) on either one and/or both Pricing Schedule(s). That is Section 00010, pages 00010-5 - 00010-25 and/or Section 00010A, pages 00010A-26 - 00010A-46.
11. Large Businesses are caution **NOT** to submit their offer on Pricing Schedule, Section 00010A, "Southern California Pricing Schedule". Any offer by a Large Business will be considered non-responsive and will be rejected. Section 00010A, Pricing Schedule is Set-Aside for **Small Businesses Only**.
12. Only Small Businesses competing for the "Unrestricted" High Desert or the "Small Business Set-Aside" Southern California may submit a Technical Proposal on either one and/or both proposals.
13. Offerors please note that **ONLY** on the "Unrestricted" High Desert Pricing Schedule, Section 00010, includes Runway, Joint/Spall Repairs at Edwards AFB.
14. **LARGE BUSINESS ONLY:** Large Businesses will be required to submit a Subcontracting Plan, which will set forth small, disadvantaged and women-owned business concerns subcontracting goals that are acceptable to the Government. The Los Angeles District subcontracting goals are specific percentages of the contractor's total planned subcontract amount. The goals are as follows: 62% with small business; 10% with small disadvantaged business, and 5% with women-owned business.
15. Bonding requirements. Pursuant to the Miller Act, Performance and Payment Bonds or Alternative Payment Protections shall be provided for all Task Orders awarded under this contract. Upon award of a contract, the penal sum of the bond required shall be \$500,000.00 for the High Desert-Unrestricted contract and \$270,000.00 for the Southern California-Small Business Set-Aside contract. If the first Task Order is greater than \$500,000.00 for the Unrestricted contract and \$270,000.00 for the Small Business Set-Aside contract, then the Contracting Officer can either direct an increase in the penal sum to match the price of that Task Order or required and additional bond. Thereafter, each Task Order can have its own Performance and Payment Bonds. Consents of surety may be required for changes increasing the price of a particular Task Order. Bonds and other payment protections shall be provided within 5 calendar days of award of a Task Order or

SECTION 00010  
SUPPLIES OR SERVICES AND PRICE/COSTS

as stated in this Request for Proposal. The Notice to Proceed shall not be issued until the contractor provides sufficient bonding to cover the work being performed.

16. Prospective offerors are encouraged to submit, in writing questions of any issues needing clarification. Question must be submitted in writing no later than 14 calendar days prior to closing date of the Request for Proposals.

Your question may be submitted to the following:

By FAX: (213) 452-4187

By Mail: U.S. Army Engineer District, Los Angeles  
ATTN: CESPLCT-CT-P (Maria Cisneros)  
P.O. Box 532711  
Los Angeles, CA 90053-2325

17. Application of Davis-Bacon Act (DBA) Provisions. Davis-Bacon (construction) wage rates will not be updated during the life of the contract. When it is necessary to add a Davis-Bacon general wage rate decision not included in the contract, the applicable wage rate decision will be added by modification to the contract.

18. Quantities listed are Estimated, the Offerors unit prices must be FIRM.

19. Labor Rates for Work Outside Primary Place of Performance. The labor rates for DBA included in this solicitation are for the primary place of performance for this contract. If work is required in other counties (within the boundaries of the Los Angeles District) the Government will provide the contractor with the applicable labor rates for those counties together with a Request for Proposal and both parties will negotiate a price for that Task Order.

20. The following clause are applicable to the Small Business Set-Aside portion of the Request for Proposals only: Section 00800, contract clause 52.219-14 "Limitation on Subcontracting", and contract clause 52.219-6 "Notice of Small Business Set-Aside".

21. PRINCIPAL CONTRACTING OFFICER - The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Los Angeles District, contracting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the Principal Contracting Officer is unavailable.

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
UNRESTRICTED

BOTH LARGE AND SMALL BUSINESSES MAY SUBMIT AND OFFER ON THIS PRICING SCHEDULE.

**DESCRIPTION OF WORK**

The work includes furnishing all equipment and materials and performing all labor and supervision for the following, but not limited to: Earthwork; soil sampling and testing; removal/disposal of soil; prime coat; tack coat and paint binder; asphalt concrete; slurry seal coating; construction seal and rejuvenating agent; fog seal; asphalt and concrete curbs; penetrative oil/dust palliative treatment; road shoulder maintenance; ditch construction; street, road and parking lot striping/markings and incidental related work.

**BASE YEAR**

**Line Items 0001 - 0040AA**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	<b>FULL WIDTH REPLACEMENT OF OLD AC WITH NEW</b>				
0001AA	PAVEMENT 3"	225,000	SY	\$ _____ .	\$ _____ .
0001AB	EACH ADDED INCH	1.00	IN	\$ _____ .	\$ _____ .
0001AC	PRIME COAT	225,000	SY	\$ _____ .	\$ _____ .
0001AD	BASE 6"	225,000	SY	\$ _____ .	\$ _____ .
0001AE	EACH ADDED INCH	1.00	IN	\$ _____ .	\$ _____ .
0001AF	SUBBASE 6"	50,000	SY	\$ _____ .	\$ _____ .
0001AG	EACH ADDED INCH	1.00	IN	\$ _____ .	\$ _____ .
0001AH	MILL ASPHALT 1"	225,000	SY	\$ _____ .	\$ _____ .
0001AJ	EACH ADDED INCH	1.00	IN	\$ _____ .	\$ _____ .
0001AK	PETROMAT	40,000	SY	\$ _____ .	\$ _____ .
0001AL	GLASSGRID	5,000	SY	\$ _____ .	\$ _____ .
0001AM	RUMBLE STRIPS	10,000	LF	\$ _____ .	\$ _____ .
0002	<b>PATCHING EXISTING ASPHALT</b>				
0002AA	LESS THAN OR EQUAL TO 100 SY PER LOCATION	8,000	SY	\$ _____ .	\$ _____ .
0002AB	MORE THAN 100 SY PER LOCATION	7,000	SY	\$ _____ .	\$ _____ .
0003	<b>LESS THAN FULL WIDTH REPLACEMENT OF OLD ASPHALT</b>				
0003AA	PAVEMENT 3"	60,000	SY	\$ _____ .	\$ _____ .
0003AB	BASE 6"	60,000	SY	\$ _____ .	\$ _____ .
0003AC	SUBBASE 6"	20,000	SY	\$ _____ .	\$ _____ .
0004	<b>DRILLING AND SOIL TESTING</b>				
0004AA	EXPLORATORY DRILL.	100	EA	\$ _____ .	\$ _____ .
0004AB	SOIL SAMPLING & TESTING	500	EA	\$ _____ .	\$ _____ .
0004AC	SOIL REPORTS	250	EA	\$ _____ .	\$ _____ .

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
**UNRESTRICTED**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0005	TRANSITION MATERIAL BETWEEN ROAD/RAILROAD CROSSING (RUBBER)	150	LF	\$ _____ .	\$ _____ .
0006	<b>SLURRY SEAL COATING</b>				
0006AA	SINGLE APPLICATION WITHOUT TACK COAT FROM 300 TO 5,000 SY PER LOCATION	25,000	SY	\$ _____ .	\$ _____ .
0006AB	SINGLE APPLICATION WITHOUT TACK COAT MORE THAN 5,000 SY PER LOCATION	30,000	SY	\$ _____ .	\$ _____ .
0006AC	SINGLE APPLICATION WITH TACK COAT FROM 300 TO 5,000 SY PER LOCATION	10,000	SY	\$ _____ .	\$ _____ .
0006AD	SINGLE APPLICATION WITH TACK COAT MORE THAN 5,000 SY PER LOCATION	25,000	SY	\$ _____ .	\$ _____ .
0007	<b>PENETRATION OIL TREATMENT</b>				
0007AA	FROM 500 TO 1,000 SY PER LOCATION	5,000	SY	\$ _____ .	\$ _____ .
0007AB	MORE THAN 1,000 SY PER LOCATION	10,000	SY	\$ _____ .	\$ _____ .
0008	<b>REPAIR EXISTING ASPHALT PAVEMENT CRACKS</b>				
0008AA	CRACKS LESS THAN 1/8 INCH; LESS THAN OR EQUAL TO 4,000 LF PER LOCATION	20,000	LF	\$ _____ .	\$ _____ .
0008AB	CRACKS LESS THAN 1/8 INCH; MORE THAN 4,000 LT PER LOCATION	20,000	LF	\$ _____ .	\$ _____ .
0008AC	CRACKS BETWEEN 1/8 INCH AND 1 INCH; LESS THAN OR EQUAL TO 4,000 LF PER LOCATION	20,000	LF	\$ _____ .	\$ _____ .
0008AD	CRACKS BETWEEN 1/8 INCH AND 1 INCH; MORE THAN 4,000 LF PER LOCATION	20,000	LF	\$ _____ .	\$ _____ .
0008AE	CRACKS BETWEEN 1 INCH AND 4 INCHES; LESS THAN 4,000 LF PER LOCATION	20,000	LF	\$ _____ .	\$ _____ .
0008AF	CRACKS BETWEEN 1 INCH AND 4 INCHES; MORE THAN 4,000 LF PER LOCATION	20,000	LF	\$ _____ .	\$ _____ .
0009	PAVEMENT GRINDING W/DIAMOND BLADES	2,500	SY	\$ _____ .	\$ _____ .

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
**UNRESTRICTED**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0010	<b>STRIPING AND MARKING ON ROADS OR PARKING LOTS</b>				
0010AA	STRIPING (REFLECTIVE) LESS THAN OR EQUAL TO 10,000 SF PER LOCATION	150,000	SF	\$ _____ .	\$ _____ .
0010AB	STRIPING (REFLECTIVE) MORE THAN 10,000 SF PER LOCATION	50,000	SF	\$ _____ .	\$ _____ .
0010AC	MARKING (REFLECTIVE) LESS THAN OR EQUAL TO 1,000 SF PER LOCATION	30,000	SF	\$ _____ .	\$ _____ .
0010AD	MARKING (REFLECTIVE) MORE THAN 1,000 SF PER LOCATION	20,000	SF	\$ _____ .	\$ _____ .
0011	<b>REJUVENATING AGENT</b>				
0011AA	FROM 500 SY TO 10,000 SY PER LOCATION	75,000	SY	\$ _____ .	\$ _____ .
0011AB	MORE THAN 10,000 SY PER LOCATION	50,000	SY	\$ _____ .	\$ _____ .
0012	<b>RESHAPE EXISTING EARTH SHOULDERS AND DITCHES</b>				
0012AA	SHOULDERS	100,000	LF	\$ _____ .	\$ _____ .
0012AB	DITCHES	50,000	LF	\$ _____ .	\$ _____ .
0013	<b>FOG SEAL</b>				
0013AA	FROM 500 SY TO 5,000 SY PER LOCATION	50,000	SY	\$ _____ .	\$ _____ .
0013AB	MORE THAN 5,000 SY PER LOCATION	40,000	SY	\$ _____ .	\$ _____ .
0014	NEW ASPHALT CURB	7,000	LF	\$ _____ .	\$ _____ .
0015	NEW CONCRETE VALLEY GUTTERS	20,000	LF	\$ _____ .	\$ _____ .
0016	<b>CONCRETE WORK</b>				
0016AA	SIDEWALKS (WIDTH 6 FT., THICKNESS 4 in.)	5,000	LF	\$ _____ .	\$ _____ .
0016AB	CURB & GUTTERS (less than 1,000 lf per location)	7,000	LF	\$ _____ .	\$ _____ .
0016AC	CURB & GUTTERS (more than 1,000 lf per location)	7,000	LF	\$ _____ .	\$ _____ .
	<b>FLARED METAL HEADWALLS - INCLUDES INGRESS AND EGRESS</b>				
0016AD	FLARED HEADWALL				



SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
**UNRESTRICTED**

	24 in.	6	EA	\$ _____ .	\$ _____ .
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT MEASURE	UNIT PRICE	AMOUNT
0016AE	FLARED HEADWALL 30 in.	4	EA	\$ _____ .	\$ _____ .
0016AF	CONCRETE PADS	750	CY	\$ _____ .	\$ _____ .
0017	<b>SURFACE MOUNTED REFLECTORS</b>				
0017AA	PRISMATIC REFLECTIVE MARKERS	10,000	EA	\$ _____ .	\$ _____ .
0017AB	TEMPORARY RELECTORS	10,000	EA	\$ _____ .	\$ _____ .
0018	<b>RECESSED REFLECTORS</b>				
0018AA	500 OR LESS	1,000	EA	\$ _____ .	\$ _____ .
0018AB	MORE THAN 500	1,000	EA	\$ _____ .	\$ _____ .
0019	<b>REMOVE/REPLACE CULVERTS</b>				
0019AA	24 in. CMP	300	LF	\$ _____ .	\$ _____ .
0019AB	30 in. CMP	300	LF	\$ _____ .	\$ _____ .
0019AC	24 in. CONCRETE	300	LF	\$ _____ .	\$ _____ .
0020	<b>INSTALL NEW CULVERTS</b>				
0020AA	24 in. CMP	500	LF	\$ _____ .	\$ _____ .
0020AB	30 in. CMP	500	LF	\$ _____ .	\$ _____ .
0020AC	24 in. CONCRETE	500	LF	\$ _____ .	\$ _____ .
0021	SELECT FILL MATERIAL	20,000	CY	\$ _____ .	\$ _____ .
0022	RAISE/LOWER UTILITY COVERS	250	EA	\$ _____ .	\$ _____ .
0023	<b>FENCE</b>				
0023AA	REMOVE AND REPLACE	1,000	LF	\$ _____ .	\$ _____ .
0023AB	INSTALL NEW FENCING	1,000	LF	\$ _____ .	\$ _____ .
0024	EXCAVATION	25,000	CY	\$ _____ .	\$ _____ .
0025	<b>EMBANKMENT (IN PLACE)</b>				
0025AA	SOIL EMBANKMENT	100,000	CY	\$ _____ .	\$ _____ .
0025AB	ROCK EMBANK (A-10 STONE-ASSUME 50 MILE HAUL)	500	TN	\$ _____ .	\$ _____ .
0025AC	ROCK EMBANK (A-6 STONE-ASSUME 50 MILE HAUL)	1,500	TN	\$ _____ .	\$ _____ .
0025AD	ROCK EMBANK (A-4 STONE-ASSUME 50 MILE HAUL)	2,000	TN	\$ _____ .	\$ _____ .

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SUPPLIES OR SERVICES AND PRICES/COSTS  
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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0025AE	ROCK EMBANKMENT (A-6 BEDDING STONE- ASSUME 50 MILE HAUL)	1,500	TN	\$ _____.	\$ _____.
0026	<b>EXCAVATE/DISPOSE/TRANSPORT - UNSUITABLE MATERIAL</b>				
0026AA	EXCAVATION OF UNSUITABLE MATERIAL	10,000	CY	\$ _____.	\$ _____.
0026AB	HAULING OF UNSUITABLE MATERIAL	10,000	CY	\$ _____.	\$ _____.
0026AC	LANDFILL DISPOSAL	8,000	CY	\$ _____.	\$ _____.
0027	FOREIGN OBJECT REMOVAL (FOD)	400	HR	\$ _____.	\$ _____.
0028	<b>FURNISH AND INSTALL ROAD SIGNS</b>				
0028AA	REGULATORY SIGNS (INCL. YIELD, STOP, SPEED, DIRECTIONAL, PARKING, ETC.,)	75	EA	\$ _____.	\$ _____.
0028AB	WARNING SIGNS (INCL. SPEED DIRECTIONAL, GRADES, PED., ETC.)	75	EA	\$ _____.	\$ _____.
0028AC	GUIDE SIGNS (INCL. NAMES, MILEAGE, ROUTES, DIRECTION, AREAS, ETC.)	75	EA	\$ _____.	\$ _____.
0028AD	REMOVE/REPLACE UTILITY SIGNS (BURIED CABLE, ELECTRICAL, ETC.)	75	EA	\$ _____.	\$ _____.
	<b>MILITARY BASES ONLY</b>				
0028AE	FRAMES(2EA)- SQUARE ALUMINUM, (4"X4"X1/4"X7'6")SEAMLESS. ONE SIGN - METAL W/TYPE 1 REFLECTIVE SHEETING (12" X 2")	75	EA	\$ _____.	\$ _____.
0028AF	TWO SIGNS - ONE FRAME AS ABOVE	75	EA	\$ _____.	\$ _____.
0028AG	THREE SIGNS - ONE FRAME AS ABOVE	75	EA	\$ _____.	\$ _____.
0028AH	FOUR SIGNS - ONE FRAME AS ABOVE	75	EA	\$ _____.	\$ _____.
0029	<b>LIGHTING - TO INCLUDE STREET AND PARKING LOT</b>				
0029AA	LIGHTING POLE (TO INCLUDE ALUMIN. POLE (40'), W/ONE ARM BRACKET, CONCRETE BASE (UP TO 6' DEPTH), WIRE, AND CONDUIT (5 OR LESS)	20	EA	\$ _____.	\$ _____.
0029AB	LIGHTING POLE (TO INCLUDE ALUMIN. POLE (40'), W/ONE ARM BRACKET, CONCRETE BASE (UP TO 6' DEPTH), WIRE, AND CONDUIT	20	EA	\$ _____.	\$ _____.

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
**UNRESTRICTED**

( 6 OR MORE )

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0029AC	SINGLE LUMINAIRE (COBRA STYLE - INSTALLED) ( 5 OR LESS )	10	EA	\$ _____ .	\$ _____ .
0029AD	SINGLE LUMINAIRE (COBRA STYLE - INSTALLED) ( 6 OR MORE )	10	EA	\$ _____ .	\$ _____ .
0029AE	DOUBLE LUMINAIRE (INSTALLED) ( 5 OR LESS )	10	EA	\$ _____ .	\$ _____ .
0029AF	DOUBLE LUMINAIRE (INSTALLED) ( 6 OR MORE )	10	EA	\$ _____ .	\$ _____ .
0029AG	TRIPLE LUMINAIRE (INSTALLED) ( 5 OR LESS )	10	EA	\$ _____ .	\$ _____ .
0029AH	TRIPLE LUMINAIRE (INSTALLED) ( 6 OR MORE )	10	EA	\$ _____ .	\$ _____ .
0030	<b>LANDSCAPING</b>				
0030AA	IRRIGATION PIPE (1" PVC)	500	LF	\$ _____ .	\$ _____ .
0030AB	HYDROSEEDING (LESS THAN 10,000 SF) (ASSUME DESERT MIX)	10,000	SF	\$ _____ .	\$ _____ .
0030AC	HYDROSEEDING (MORE THAN 10,000 SF)	50,000	SF	\$ _____ .	\$ _____ .
0030AD	SPRINKLER HEADS (2-1/2")	25	EA	\$ _____ .	\$ _____ .
0030AE	CONTROLLERS (MULTI-ZONE, DIGITAL)	10	EA	\$ _____ .	\$ _____ .
<b><u>RUNWAY, JOINT/SPALL REPAIR - EDWARDS AFB, CA. ONLY</u></b>					
0031	<b>JOINT REPAIR</b>				
0031AA	SILICONE	100,000	LF	\$ _____ .	\$ _____ .
0031AB	JET FUEL RESISTANT - SS-S-1614	10,000	LF	\$ _____ .	\$ _____ .
0032	<b><u>SPALL REPAIR</u></b>				
0032AA	USE OF EARLY STRENGTH BLENDED CONCRETE	1,500	SF	\$ _____ .	\$ _____ .
0032AB	USE OF EPOXY CONCRETE	1,500	SF	\$ _____ .	\$ _____ .
0033	ROUT & SEAL CRACKS	100	LF	\$ _____ .	\$ _____ .
0034	RUBBER REMOVAL (BY CHEMICAL MEANS)	250,000	SF	\$ _____ .	\$ _____ .
0035	RUBBER REMOVAL	1,000,000	SF	\$ _____ .	\$ _____ .

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
**UNRESTRICTED**

(BY WATER BLASTING)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0036	<b><u>PAINTING AND MARKING</u></b>				
0036AA	PAINTING LESS 7,000 THAN 10,000 SF/LOCATION		SF	\$ _____.	\$ _____.
0036AB	PAINTING MORE 100,000 THAN 10,000 SF/LOCATION		SF	\$ _____.	\$ _____.
0036AC	MARKING LESS 7,000 THAN 10,000 SF/LOCATION		LF	\$ _____.	\$ _____.
0036AD	MARKING MORE 100,000 THAN 10,000 SF/LOCATION		SF	\$ _____.	\$ _____.
<b>PAINTING AND MARKING OF AIRFIELDS</b>					
0037	CONCRETE SLAB 1,000 REPLACEMENT W/5,000 PSI SLAB = 25'X25'X18"		CY	\$ _____.	\$ _____.
0038	<b>ADDITIONAL WORK - LABOR POOL*</b> Dollar amount per task order not to exceed \$ 20,000. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0038AA	LABOR POOL 4,000		HR	\$ _____.	\$ _____.
0039	<b>ADDITIONAL WORK - EQUIPMENT POOL*</b> Dollar amount per task order not to exceed \$15,000. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0039AA	EQUIPMENT POOL		N/A	N/A	N/A
0040	<b>ADDITIONAL WORK - MATERIAL POOL*</b> Dollar amount not to exceed \$20,000 per task order. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0040AA	MATERIAL POOL		N/A	N/A	N/A
<b>TOTAL ESTIMATE AMOUNT FOR BASE YEAR (LINE ITEMS NOS. 0001- 0040AA</b>					<b>\$ _____.</b>

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
UNRESTRICTED

OPTION YEAR 1

Line Items 0041 - 0080AA

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0041	<b>FULL WIDTH REPLACEMENT OF OLD AC WITH NEW</b>				
0041AA	PAVEMENT 3"	225,000	SY	\$ _____ .	\$ _____ .
0041AB	EACH ADDED INCH	1.00	IN	\$ _____ .	\$ _____ .
0041AC	PRIME COAT	225,000	SY	\$ _____ .	\$ _____ .
0041AD	BASE 6"	225,000	SY	\$ _____ .	\$ _____ .
0041AE	EACH ADDED INCH	1.00	IN	\$ _____ .	\$ _____ .
0041AF	SUBBASE 6"	50,000	SY	\$ _____ .	\$ _____ .
0041AG	EACH ADDED INCH	1.00	IN	\$ _____ .	\$ _____ .
0041AH	MILL ASPHALT 1"	225,000	SY	\$ _____ .	\$ _____ .
0041AJ	EACH ADDED INCH	1.00	IN	\$ _____ .	\$ _____ .
0041AK	PETROMAT	40,000	SY	\$ _____ .	\$ _____ .
0041AL	GLASSGRID	5,000	SY	\$ _____ .	\$ _____ .
0041AM	RUMBLE STRIPS	10,000	LF	\$ _____ .	\$ _____ .
0042	<b>PATCHING EXISTING ASPHALT</b>				
0042AA	LESS THAN OR EQUAL TO 100 SY PER LOCATION	8,000	SY	\$ _____ .	\$ _____ .
0042AB	MORE THAN 100 SY PER LOCATION	7,000	SY	\$ _____ .	\$ _____ .
0043	<b>LESS THAN FULL WIDTH REPLACEMENT OF OLD ASPHALT</b>				
0043AA	PAVEMENT 3"	60,000	SY	\$ _____ .	\$ _____ .
0043AB	BASE 6"	60,000	SY	\$ _____ .	\$ _____ .
0043AC	SUBBASE 6"	20,000	SY	\$ _____ .	\$ _____ .
0044	<b>DRILLING AND SOIL TESTING</b>				
0044AA	EXPLORATORY DRILL.	100	EA	\$ _____ .	\$ _____ .
0044AB	SOIL SAMPLING & TESTING	500	EA	\$ _____ .	\$ _____ .
0044AC	SOIL REPORTS	250	EA	\$ _____ .	\$ _____ .
0045	TRANSITION MATERIAL BETWEEN ROAD/RAILROAD CROSSING (RUBBER)	150	LF	\$ _____ .	\$ _____ .
0046	<b>SLURRY SEAL COATING</b>				
0046AA	SINGLE APPLICATION WITHOUT TACK COAT FROM 300 TO 5,000 SY PER LOCATION	25,000	SY	\$ _____ .	\$ _____ .
0046AB	SINGLE APPLICATION WITHOUT TACK COAT MORE THAN 5,000 SY				

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
**UNRESTRICTED**

	PER LOCATION	30,000	SY	\$ _____.	\$ _____.
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0046AC	SINGLE APPLICATION WITH TACK COAT FROM 300 TO 5,000 SY PER LOCATION	10,000	SY	\$ _____.	\$ _____.
0046AD	SINGLE APPLICATION WITH TACK COAT MORE THAN 5,000 SY PER LOCATION	25,000	SY	\$ _____.	\$ _____.
0047	<b>PENETRATION OIL TREATMENT</b>				
0047AA	FROM 500 TO 1,000 SY PER LOCATION	5,000	SY	\$ _____.	\$ _____.
0047AB	MORE THAN 1,000 SY PER LOCATION	10,000	SY	\$ _____.	\$ _____.
0048	<b>REPAIR EXISTING ASPHALT PAVEMENT CRACKS</b>				
0048AA	CRACKS LESS THAN 1/8 INCH; LESS THAN OR EQUAL TO 4,000 LF PER LOCATION	20,000	LF	\$ _____.	\$ _____.
0048AB	CRACKS LESS THAN 1/8 INCH; MORE THAN 4,000 LT PER LOCATION	20,000	LF	\$ _____.	\$ _____.
0048AC	CRACKS BETWEEN 1/8 INCH AND 1 INCH; LESS THAN OR EQUAL TO 4,000 LF PER LOCATION	20,000	LF	\$ _____.	\$ _____.
0048AD	CRACKS BETWEEN 1/8 INCH AND 1 INCH; MORE THAN 4,000 LF PER LOCATION	20,000	LF	\$ _____.	\$ _____.
0048AE	CRACKS BETWEEN 1 INCH AND 4 INCHES; LESS THAN 4,000 LF PER LOCATION	20,000	LF	\$ _____.	\$ _____.
0048AF	CRACKS BETWEEN 1 INCH AND 4 INCHES; MORE THAN 4,000 LF PER LOCATION	20,000	LF	\$ _____.	\$ _____.
0049	PAVEMENT GRINDING W/DIAMOND BLADES	2,500	SY	\$ _____.	\$ _____.
0050	<b>STRIPING AND MARKING ON ROADS OR PARKING LOTS</b>				
0050AA	STRIPING (REFLECTIVE) LESS THAN OR EQUAL TO 10,000 SF PER LOCATION	150,000	SF	\$ _____.	\$ _____.
0050AB	STRIPING (REFLECTIVE) MORE THAN 10,000 SF PER LOCATION	50,000	SF	\$ _____.	\$ _____.
0050AC	MARKING (REFLECTIVE) LESS THAN OR EQUAL TO 1,000 SF PER LOCATION	30,000	SF	\$ _____.	\$ _____.

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
**UNRESTRICTED**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0050AD	MARKING (REFLECTIVE) MORE THAN 1,000 SF PER LOCATION	20,000	SF	\$ _____ .	\$ _____ .
0051	<b>REJUVENATING AGENT</b>				
0051AA	FROM 500 SY TO 10,000 SY PER LOCATION	75,000	SY	\$ _____ .	\$ _____ .
0051AB	MORE THAN 10,000 SY PER LOCATION	50,000	SY	\$ _____ .	\$ _____ .
0052	<b>RESHAPE EXISTING EARTH SHOULDERS AND DITCHES</b>				
0052AA	SHOULDERS	100,000	LF	\$ _____ .	\$ _____ .
0052AB	DITCHES	50,000	LF	\$ _____ .	\$ _____ .
0053	<b>FOG SEAL</b>				
0053AA	FROM 500 SY TO 5,000 SY PER LOCATION	50,000	SY	\$ _____ .	\$ _____ .
0053AB	MORE THAN 5,000 SY PER LOCATION	40,000	SY	\$ _____ .	\$ _____ .
0054	NEW ASPHALT CURB	7,000	LF	\$ _____ .	\$ _____ .
0055	NEW CONCRETE VALLEY GUTTERS	20,000	LF	\$ _____ .	\$ _____ .
0056	<b>CONCRETE WORK</b>				
0056AA	SIDEWALKS (WIDTH 6 FT., THICKNESS 4 in.)	5,000	LF	\$ _____ .	\$ _____ .
0056AB	CURB & GUTTERS (less than 1,000 lf per location)	7,000	LF	\$ _____ .	\$ _____ .
0056AC	CURB & GUTTERS (more than 1,000 lf per location)	7,000	LF	\$ _____ .	\$ _____ .
	<b>FLARED METAL HEADWALLS - INCLUDES INGRESS AND EGRESS</b>				
0056AD	FLARED HEADWALL 24 in.	6	EA	\$ _____ .	\$ _____ .
0056AE	FLARED HEADWALL 30 in.	4	EA	\$ _____ .	\$ _____ .
0056AF	CONCRETE PADS	750	CY	\$ _____ .	\$ _____ .
0057	<b>SURFACE MOUNTED REFLECTORS</b>				
0057AA	PRISMATIC REFLECTIVE MARKERS	10,000	EA	\$ _____ .	\$ _____ .
0057AB	TEMPORARY REFLECTORS	10,000	EA	\$ _____ .	\$ _____ .

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
**UNRESTRICTED**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0058	<b>RECESSED REFLECTORS</b>				
0058AA	500 OR LESS	1,000	EA	\$ _____.	\$ _____.
0058AB	MORE THAN 500	1,000	EA	\$ _____.	\$ _____.
0059	<b>REMOVE/REPLACE CULVERTS</b>				
0059AA	24 in. CMP	300	LF	\$ _____.	\$ _____.
0059AB	30 in. CMP	300	LF	\$ _____.	\$ _____.
0059AC	24 in. CONCRETE	300	LF	\$ _____.	\$ _____.
0060	<b>INSTALL NEW CULVERTS</b>				
0060AA	24 in. CMP	500	LF	\$ _____.	\$ _____.
0060AB	30 in. CMP	500	LF	\$ _____.	\$ _____.
0060AC	24 in. CONCRETE	500	LF	\$ _____.	\$ _____.
0061	SELECT FILL MATERIAL	20,000	CY	\$ _____.	\$ _____.
0062	RAISE/LOWER UTILITY COVERS	250	EA	\$ _____.	\$ _____.
0063	<b>FENCE</b>				
0063AA	REMOVE AND REPLACE	1,000	LF	\$ _____.	\$ _____.
0063AB	INSTALL NEW FENCING	1,000	LF	\$ _____.	\$ _____.
0064	EXCAVATION	25,000	CY	\$ _____.	\$ _____.
0065	<b>EMBANKMENT (IN PLACE)</b>				
0065AA	SOIL EMBANKMENT	100,000	CY	\$ _____.	\$ _____.
0065AB	ROCK EMBANK (A-10 STONE-ASSUME 50 MILE HAUL)	500	TN	\$ _____.	\$ _____.
0065AC	ROCK EMBANK (A-6 STONE-ASSUME 50 MILE HAUL)	1,500	TN	\$ _____.	\$ _____.
0065AD	ROCK EMBANK (A-4 STONE-ASSUME 50 MILE HAUL)	2,000	TN	\$ _____.	\$ _____.
0065AE	ROCK EMBANKMENT (A-6 BEDDING STONE- ASSUME 50 MILE HAUL)	1,500	TN	\$ _____.	\$ _____.
0066	<b>EXCAVATE/DISPOSE/TRANSPORT - UNSUITABLE MATERIAL</b>				
0066AA	EXCAVATION OF UNSUITABLE MATERIAL	10,000	CY	\$ _____.	\$ _____.



SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
**UNRESTRICTED**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0066AB	HAULING OF UNSUITABLE MATERIAL	10,000	CY	\$ _____.	\$ _____.
0066AC	LANDFILL DISPOSAL	8,000	CY	\$ _____.	\$ _____.
0067	FOREIGN OBJECT REMOVAL (FOD)	400	HR	\$ _____.	\$ _____.
0068	<b>FURNISH AND INSTALL ROAD SIGNS</b>				
0068AA	REGULATORY SIGNS (INCL. YIELD, STOP, SPEED, DIRECTIONAL, PARKING, ETC.,)	75	EA	\$ _____.	\$ _____.
0068AB	WARNING SIGNS (INCL. SPEED DIRECTIONAL, GRADES, PED., ETC.)	75	EA	\$ _____.	\$ _____.
0068AC	GUIDE SIGNS (INCL. NAMES, MILEAGE, ROUTES, DIRECTION, AREAS, ETC.)	75	EA	\$ _____.	\$ _____.
0068AD	REMOVE/REPLACE UTILITY SIGNS (BURIED CABLE, ELECTRICAL, ETC.)	75	EA	\$ _____.	\$ _____.
<b>MILITARY BASES ONLY</b>					
0068AE	FRAMES(2EA)- SQUARE ALUMINUM, (4"X4"X1/4"X7'6")SEAMLESS. ONE SIGN - METAL W/TYPE 1 REFLECTIVE SHEETING (12" X 2")	75	EA	\$ _____.	\$ _____.
0068AF	TWO SIGNS - ONE FRAME AS ABOVE	75	EA	\$ _____.	\$ _____.
0068AG	THREE SIGNS - ONE FRAME AS ABOVE	75	EA	\$ _____.	\$ _____.
0068AH	FOUR SIGNS - ONE FRAME AS ABOVE	75	EA	\$ _____.	\$ _____.
0069	<b>LIGHTING - TO INCLUDE STREET AND PARKING LOT</b>				
0069AA	LIGHTING POLE (TO INCLUDE ALUMIN. POLE (40'), W/ ONE ARM BRACKET, CONCRETE BASE (UP TO 6' DEPTH), WIRE, AND CONDUIT (5 OR LESS))	20	EA	\$ _____.	\$ _____.
0069AB	LIGHTING POLE (TO INCLUDE ALUMIN. POLE (40'), W/ONE ARM BRACKET, CONCRETE BASE (UP TO 6' DEPTH), WIRE, AND CONDUIT (6 OR MORE))	20	EA	\$ _____.	\$ _____.
0069AC	SINGLE LUMINAIRE (COBRA STYLE - INSTALLED) (5 OR LESS)	10	EA	\$ _____.	\$ _____.
0069AD	SINGLE LUMINAIRE (COBRA STYLE - INSTALLED)	10	EA	\$ _____.	\$ _____.

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
**UNRESTRICTED**

(6 OR MORE)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0069AE	DOUBLE LUMINAIRE (INSTALLED) (5 OR LESS)	10	EA	\$ _____ .	\$ _____ .
0069AF	DOUBLE LUMINAIRE (INSTALLED) (6 OR MORE)	10	EA	\$ _____ .	\$ _____ .
0069AG	TRIPLE LUMINAIRE (INSTALLED) (5 OR LESS)	10	EA	\$ _____ .	\$ _____ .
0069AH	TRIPLE LUMINAIRE (INSTALLED) (6 OR MORE)	10	EA	\$ _____ .	\$ _____ .
0070	<b>LANDSCAPING</b>				
0070AA	IRRIGATION PIPE (1" PVC)	500	LF	\$ _____ .	\$ _____ .
0070AB	HYDROSEEDING (LESS THAN 10,000 SF) (ASSUME DESERT MIX)	10,000	SF	\$ _____ .	\$ _____ .
0070AC	HYDROSEEDING (MORE THAN 10,000 SF)	50,000	SF	\$ _____ .	\$ _____ .
0070AD	SPRINKLER HEADS (2-1/2")	25	EA	\$ _____ .	\$ _____ .
0070AE	CONTROLLERS (MULTI-ZONE, DIGITAL)	10	EA	\$ _____ .	\$ _____ .

**RUNWAY, JOINT/SPALL REPAIR - EDWARDS AFB, CA. ONLY**

0071	<b>JOINT REPAIR</b>				
0071AA	SILICONE	100,000	LF	\$ _____ .	\$ _____ .
0071AB	JET FUEL RESISTANT - SS-S-1614	10,000	LF	\$ _____ .	\$ _____ .
0072	<b><u>SPALL REPAIR</u></b>				
0072AA	USE OF EARLY STRENGTH BLENDED CONCRETE	1,500	SF	\$ _____ .	\$ _____ .
0072AB	USE OF EPOXY CONCRETE	1,500	SF	\$ _____ .	\$ _____ .
0073	ROUT & SEAL CRACKS	100	LF	\$ _____ .	\$ _____ .
0074	RUBBER REMOVAL (BY CHEMICAL MEANS)	250,000	SF	\$ _____ .	\$ _____ .
0075	RUBBER REMOVAL (BY WATER BLASTING)	1,000,000	SF	\$ _____ .	\$ _____ .

**PAINTING AND MARKING OF AIRFIELDS**

0076	<b><u>PAINTING AND MARKING</u></b>				
0076AA	PAINTING LESS THAN 10,000 SF/LOCATION	7,000	SF	\$ _____ .	\$ _____ .
0076AB	PAINTING MORE THAN 10,000 SF/LOCATION	100,000	SF	\$ _____ .	\$ _____ .

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
**UNRESTRICTED**

0076AC	MARKING LESS 7,000 THAN 10,000 SF/LOCATION	LF	\$ _____.	\$ _____.
0076AD	MARKING MORE 100,000 THAN 10,000 SF/LOCATION	SF	\$ _____.	\$ _____.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0077	CONCRETE SLAB 1,000 REPLACEMENT W/5,000 PSI SLAB = 25'X25'X18"		CY	\$ _____.	\$ _____.
0078	<b>ADDITIONAL WORK - LABOR POOL*</b>  Dollar amount per task order not to exceed \$ 20,000. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0078AA	LABOR POOL 4,000		HR	\$ _____.	\$ _____.
0079	<b>ADDITIONAL WORK - EQUIPMENT POOL*</b>  Dollar amount per task order not to exceed \$15,000. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0079AA	EQUIPMENT POOL		N/A	N/A	N/A
0080	<b>ADDITIONAL WORK - MATERIAL POOL*</b>  Dollar amount not to exceed \$20,000 per task order. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0080AA	MATERIAL POOL		N/A	N/A	N/A

TOTAL ESTIMATE AMOUNT OPTION YEAR 1 (LINE ITEM NOS. 0041 - 0080AA)	\$ _____.
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SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
UNRESTRICTED

OPTION YEAR 2

Line Items 0081 - 0120AA

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0081	<b>FULL WIDTH REPLACEMENT OF OLD AC WITH NEW</b>				
0081AA	PAVEMENT 3"	225,000	SY	\$ _____.	\$ _____.
0081AB	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0081AC	PRIME COAT	225,000	SY	\$ _____.	\$ _____.
0081AD	BASE 6"	225,000	SY	\$ _____.	\$ _____.
0081AE	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0081AF	SUBBASE 6"	50,000	SY	\$ _____.	\$ _____.
0081AG	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0081AH	MILL ASPHALT 1"	225,000	SY	\$ _____.	\$ _____.
0081AJ	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0081AK	PETROMAT	40,000	SY	\$ _____.	\$ _____.
0081AL	GLASSGRID	5,000	SY	\$ _____.	\$ _____.
0081AM	RUMBLE STRIPS	10,000	LF	\$ _____.	\$ _____.
0082	<b>PATCHING EXISTING ASPHALT</b>				
0082AA	LESS THAN OR EQUAL TO 100 SY PER LOCATION	8,000	SY	\$ _____.	\$ _____.
0082AB	MORE THAN 100 SY PER LOCATION	7,000	SY	\$ _____.	\$ _____.
0083	<b>LESS THAN FULL WIDTH REPLACEMENT OF OLD ASPHALT</b>				
0083AA	PAVEMENT 3"	60,000	SY	\$ _____.	\$ _____.
0083AB	BASE 6"	60,000	SY	\$ _____.	\$ _____.
0083AC	SUBBASE 6"	20,000	SY	\$ _____.	\$ _____.
0084	<b>DRILLING AND SOIL TESTING</b>				
0084AA	EXPLORATORY DRILL.	100	EA	\$ _____.	\$ _____.
0084AB	SOIL SAMPLING & TESTING	500	EA	\$ _____.	\$ _____.
0084AC	SOIL REPORTS	250	EA	\$ _____.	\$ _____.
0084	TRANSITION MATERIAL BETWEEN ROAD/RAILROAD CROSSING (RUBBER)	150	LF	\$ _____.	\$ _____.
0085	<b>SLURRY SEAL COATING</b>				
0085AA	SINGLE APPLICATION WITHOUT TACK COAT FROM 300 TO 5,000 SY PER LOCATION	25,000	SY	\$ _____.	\$ _____.

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
**UNRESTRICTED**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0085AB	SINGLE APPLICATION WITHOUT TACK COAT MORE THAN 5,000 SY PER LOCATION	30,000	SY	\$ _____ .	\$ _____ .
0085AC	SINGLE APPLICATION WITH TACK COAT FROM 300 TO 5,000 SY PER LOCATION	10,000	SY	\$ _____ .	\$ _____ .
0085AD	SINGLE APPLICATION WITH TACK COAT MORE THAN 5,000 SY PER LOCATION	25,000	SY	\$ _____ .	\$ _____ .
0086	<b>PENETRATION OIL TREATMENT</b>				
0086AA	FROM 500 TO 1,000 SY PER LOCATION	5,000	SY	\$ _____ .	\$ _____ .
0086AB	MORE THAN 1,000 SY PER LOCATION	10,000	SY	\$ _____ .	\$ _____ .
0087	<b>REPAIR EXISTING ASPHALT PAVEMENT CRACKS</b>				
0087AA	CRACKS LESS THAN 1/8 INCH; LESS THAN OR EQUAL TO 4,000 LF PER LOCATION	20,000	LF	\$ _____ .	\$ _____ .
0087AB	CRACKS LESS THAN 1/8 INCH; MORE THAN 4,000 LT PER LOCATION	20,000	LF	\$ _____ .	\$ _____ .
0087AC	CRACKS BETWEEN 1/8 INCH AND 1 INCH; LESS THAN OR EQUAL TO 4,000 LF PER LOCATION	20,000	LF	\$ _____ .	\$ _____ .
0087AD	CRACKS BETWEEN 1/8 INCH AND 1 INCH; MORE THAN 4,000 LF PER LOCATION	20,000	LF	\$ _____ .	\$ _____ .
0087AE	CRACKS BETWEEN 1 INCH AND 4 INCHES; LESS THAN 4,000 LF PER LOCATION	20,000	LF	\$ _____ .	\$ _____ .
0087AF	CRACKS BETWEEN 1 INCH AND 4 INCHES; MORE THAN 4,000 LF PER LOCATION	20,000	LF	\$ _____ .	\$ _____ .
0088	PAVEMENT GRINDING W/DIAMOND BLADES	2,500	SY	\$ _____ .	\$ _____ .
0089	<b>STRIPING AND MARKING ON ROADS OR PARKING LOTS</b>				
0090AA	STRIPING (REFLECTIVE) LESS THAN OR EQUAL TO 10,000 SF PER LOCATION	150,000	SF	\$ _____ .	\$ _____ .
0090AB	STRIPING (REFLECTIVE) MORE THAN 10,000 SF PER LOCATION	50,000	SF	\$ _____ .	\$ _____ .

SECTION 00010  
SUPPLIES OR SERVICES AND PRICES/COSTS  
HIGH DESERT PRICING SCHEDULE  
**UNRESTRICTED**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0090AC	MARKING (REFLECTIVE) LESS THAN OR EQUAL TO 1,000 SF PER LOCATION	30,000	SF	\$ _____ .	\$ _____ .
0090AD	MARKING (REFLECTIVE) MORE THAN 1,000 SF PER LOCATION	20,000	SF	\$ _____ .	\$ _____ .
0091	<b>REJUVENATING AGENT</b>				
0091AA	FROM 500 SY TO 10,000 SY PER LOCATION	75,000	SY	\$ _____ .	\$ _____ .
0091AB	MORE THAN 10,000 SY PER LOCATION	50,000	SY	\$ _____ .	\$ _____ .
0092	<b>RESHAPE EXISTING EARTH SHOULDERS AND DITCHES</b>				
0092AA	SHOULDERS	100,000	LF	\$ _____ .	\$ _____ .
0092AB	DITCHES	50,000	LF	\$ _____ .	\$ _____ .
0093	<b>FOG SEAL</b>				
0093AA	FROM 500 SY TO 5,000 SY PER LOCATION	50,000	SY	\$ _____ .	\$ _____ .
0093AB	MORE THAN 5,000 SY PER LOCATION	40,000	SY	\$ _____ .	\$ _____ .
0094	NEW ASPHALT CURB	7,000	LF	\$ _____ .	\$ _____ .
0095	NEW CONCRETE VALLEY GUTTERS	20,000	LF	\$ _____ .	\$ _____ .
0096	<b>CONCRETE WORK</b>				
0096AA	SIDEWALKS (WIDTH 6 FT., THICKNESS 4 in.)	5,000	LF	\$ _____ .	\$ _____ .
0096AB	CURB & GUTTERS (less than 1,000 lf per location)	7,000	LF	\$ _____ .	\$ _____ .
0096AC	CURB & GUTTERS (more than 1,000 lf per location)	7,000	LF	\$ _____ .	\$ _____ .
	<b>FLARED METAL HEADWALLS - INCLUDES INGRESS AND EGRESS</b>				
0096AD	FLARED HEADWALL 24 in.	6	EA	\$ _____ .	\$ _____ .
0096AE	FLARED HEADWALL 30 in.	4	EA	\$ _____ .	\$ _____ .
0096AF	CONCRETE PADS	750	CY	\$ _____ .	\$ _____ .
0097	<b>SURFACE MOUNTED REFLECTORS</b>				
0097AA	PRISMATIC REFLECTIVE MARKERS	10,000	EA	\$ _____ .	\$ _____ .

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0097AB	TEMPORARY RELECTORS	10,000	EA	\$ _____	\$ _____
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0098	<b>RECESSED REFLECTORS</b>				
0098AA	500 OR LESS	1,000	EA	\$ _____	\$ _____
0098AB	MORE THAN 500	1,000	EA	\$ _____	\$ _____
0099	<b>REMOVE/REPLACE CULVERTS</b>				
0099AA	24 in. CMP	300	LF	\$ _____	\$ _____
0099AB	30 in. CMP	300	LF	\$ _____	\$ _____
0099AC	24 in. CONCRETE	300	LF	\$ _____	\$ _____
0100	<b>INSTALL NEW CULVERTS</b>				
0100AA	24 in. CMP	500	LF	\$ _____	\$ _____
0100AB	30 in. CMP	500	LF	\$ _____	\$ _____
0100AC	24 in. CONCRETE	500	LF	\$ _____	\$ _____
0101	SELECT FILL MATERIAL	20,000	CY	\$ _____	\$ _____
0102	RAISE/LOWER UTILITY COVERS	250	EA	\$ _____	\$ _____
0103	<b>FENCE</b>				
0103AA	REMOVE AND REPLACE	1,000	LF	\$ _____	\$ _____
0103AB	INSTALL NEW FENCING	1,000	LF	\$ _____	\$ _____
0104	EXCAVATION	25,000	CY	\$ _____	\$ _____
0105	<b>EMBANKMENT (IN PLACE)</b>				
0105AA	SOIL EMBANKMENT	100,000	CY	\$ _____	\$ _____
0105AB	ROCK EMBANK (A-10 STONE-ASSUME 50 MILE HAUL)	500	TN	\$ _____	\$ _____
0105AC	ROCK EMBANK (A-6 STONE-ASSUME 50 MILE HAUL)	1,500	TN	\$ _____	\$ _____
0105AD	ROCK EMBANK (A-4 STONE-ASSUME 50 MILE HAUL)	2,000	TN	\$ _____	\$ _____
0105AE	ROCK EMBANKMENT (A-6 BEDDING STONE- ASSUME 50 MILE HAUL)	1,500	TN	\$ _____	\$ _____
0106	<b>EXCAVATE/DISPOSE/TRANSPORT - UNSUITABLE MATERIAL</b>				
0106AA	EXCAVATION OF UNSUITABLE MATERIAL	10,000	CY	\$ _____	\$ _____
0106AB	HAULING OF				

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	UNSUITABLE MATERIAL	10,000	CY	\$ _____.	\$ _____.
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT MEASURE	UNIT PRICE	AMOUNT
0106AC	LANDFILL DISPOSAL	8,000	CY	\$ _____.	\$ _____.
0107	FOREIGN OBJECT REMOVAL (FOD)	400	HR	\$ _____.	\$ _____.
0108	<b>FURNISH AND INSTALL ROAD SIGNS</b>				
0108AA	REGULATORY SIGNS (INCL. YIELD, STOP, SPEED, DIRECTIONAL, PARKING, ETC.,)	75	EA	\$ _____.	\$ _____.
0108AB	WARNING SIGNS (INCL. SPEED DIRECTIONAL, GRADES, PED., ETC.)	75	EA	\$ _____.	\$ _____.
0108AC	GUIDE SIGNS (INCL. NAMES, MILEAGE, ROUTES, DIRECTION, AREAS, ETC.)	75	EA	\$ _____.	\$ _____.
0108AD	REMOVE/REPLACE UTILITY SIGNS (BURIED CABLE, ELECTRICAL, ETC.)	75	EA	\$ _____.	\$ _____.
	<b>MILITARY BASES ONLY</b>				
0108AE	FRAMES(2EA)- SQUARE ALUMINUM, (4"X4"X1/4"X7'6")SEAMLESS. ONE SIGN - METAL W/TYPE 1 REFLECTIVE SHEETING (12" X 2")	75	EA	\$ _____.	\$ _____.
0108AF	TWO SIGNS - ONE FRAME AS ABOVE	75	EA	\$ _____.	\$ _____.
0108AG	THREE SIGNS - ONE FRAME AS ABOVE	75	EA	\$ _____.	\$ _____.
0108AH	FOUR SIGNS - ONE FRAME AS ABOVE	75	EA	\$ _____.	\$ _____.
0109	<b>LIGHTING - TO INCLUDE STREET AND PARKING LOT</b>				
0109AA	LIGHTING POLE (TO INCLUDE ALUMIN. POLE (40') W/ONE ARM BRACKET, CONCRETE BASE (UP TO 6' DEPTH), WIRE, AND CONDUIT, (5 OR LESS)	20	EA	\$ _____.	\$ _____.
0109AB	LIGHTING POLE (TO INCLUDE ALUMIN. POLE (40'), W/ONE ARM BRACKET, CONCRETE BASE (UP TO 6' DEPTH), WIRE, AND CONDUIT (6 OR MORE)	20	EA	\$ _____.	\$ _____.
0109AC	SINGLE LUMINAIRE (COBRA STYLE - INSTALLED) (5 OR LESS)	10	EA	\$ _____.	\$ _____.
0109AD	SINGLE LUMINAIRE (COBRA STYLE - INSTALLED) (6 OR MORE)	10	EA	\$ _____.	\$ _____.
0109AE	DOUBLE LUMINAIRE (INSTALLED) (5 OR LESS)	10	EA	\$ _____.	\$ _____.



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0109AF	DOUBLE LUMINAIRE (INSTALLED) (6 OR MORE)	10	EA	\$ _____.	\$ _____.
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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0109AG	TRIPLE LUMINAIRE (INSTALLED) (5 OR LESS)	10	EA	\$ _____.	\$ _____.
0109AH	TRIPLE LUMINAIRE (INSTALLED) (6 OR MORE)	10	EA	\$ _____.	\$ _____.
0110	<b>LANDSCAPING</b>				
0110AA	IRRIGATION PIPE (1" PVC)	500	LF	\$ _____.	\$ _____.
0110AB	HYDROSEEDING (LESS THAN 10,000 SF) (ASSUME DESERT MIX)	10,000	SF	\$ _____.	\$ _____.
0110AC	HYDROSEEDING (MORE THAN 10,000 SF)	50,000	SF	\$ _____.	\$ _____.
0110AD	SPRINKLER HEADS (2-1/2")	25	EA	\$ _____.	\$ _____.
0110AE	CONTROLLERS (MULTI-ZONE, DIGITAL)	10	EA	\$ _____.	\$ _____.

**RUNWAY, JOINT/SPALL REPAIR - EDWARDS AFB, CA. ONLY**

0111	<b>JOINT REPAIR</b>				
0111AA	SILICONE	100,000	LF	\$ _____.	\$ _____.
0111AB	JET FUEL RESISTANT - SS-S-1614	10,000	LF	\$ _____.	\$ _____.
0112	<b><u>SPALL REPAIR</u></b>				
0112AA	USE OF EARLY STRENGTH BLENDED CONCRETE	1,500	SF	\$ _____.	\$ _____.
0112AB	USE OF EPOXY CONCRETE	1,500	SF	\$ _____.	\$ _____.
0113	ROUT & SEAL CRACKS	100	LF	\$ _____.	\$ _____.
0114	RUBBER REMOVAL (BY CHEMICAL MEANS)	250,000	SF	\$ _____.	\$ _____.
0115	RUBBER REMOVAL (BY WATER BLASTING)	1,000,000	SF	\$ _____.	\$ _____.
0116	<b><u>PAINTING AND MARKING</u></b>				
0116AA	PAINTING LESS THAN 10,000 SF/LOCATION	7,000	SF	\$ _____.	\$ _____.
0116AB	PAINTING MORE THAN 10,000 SF/LOCATION	100,000	SF	\$ _____.	\$ _____.
0116AC	MARKING LESS THAN 10,000 SF/LOCATION	7,000	LF	\$ _____.	\$ _____.
0116AD	MARKING MORE THAN 10,000 SF/LOCATION	100,000	SF	\$ _____.	\$ _____.

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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>PAINTING AND MARKING OF AIRFIELDS</b>					
0117	CONCRETE SLAB REPLACEMENT W/5,000 PSI SLAB = 25'X25'X18"	1,000	CY	\$ _____.	\$ _____.
0118	<b>ADDITIONAL WORK - LABOR POOL*</b>  Dollar amount per task order not to exceed \$ 20,000. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0118AA	LABOR POOL	4,000	HR	\$ _____.	\$ _____.
0119	<b>ADDITIONAL WORK - EQUIPMENT POOL*</b> Dollar amount per task order not to exceed \$15,000. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0119AA	EQUIPMENT POOL		N/A	N/A	N/A
0120	<b>ADDITIONAL WORK - MATERIAL POOL*</b> Dollar amount not to exceed \$20,000 per task order. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0120AA	MATERIAL POOL		N/A	N/A	N/A
<b>TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 2 (LINE ITEMS 0081 - 0120AA)</b>					\$ _____.
<b>TOTAL ESTIMATED AMOUNT FOR BASE YEAR PLUS OPTION YEARS 1 &amp; 2:</b>					\$ _____.
LEGEND: SY = SQUARE YARD LF = LINEAR FOOT EA = EACH SF = SQUARE FEET HR = LABOR HOURS					
* SEE SECTION 2800					

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SMALL BUSINESS SET ASIDE

**LARGE BUSINESSES MAY NOT SUBMIT AN OFFER ON THIS SCHEDULE - THIS PRICING SCHEDULE IS SET ASIDE FOR SMALL BUSINESSES ONLY.**

**DESCRIPTION OF WORK**

The work includes furnishing all equipment and materials and performing all labor and supervision for the following, but not limited to: Earthwork; soil sampling and testing; removal/disposal of soil; prime coat; tack coat and paint binder; asphalt concrete; slurry seal coating; construction seal and rejuvenating agent; fog seal; asphalt and concrete curbs; penetrative oil/dust palliative treatment; road shoulder maintenance; ditch construction; street, road and parking lot striping/markings and incidental related work.

**BASE YEAR**

**Line Items 0001 - 0033AA**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	<b>FULL WIDTH REPLACEMENT OF OLD AC WITH NEW</b>				
0001AA	PAVEMENT 3"	175,000	SY	\$ _____.	\$ _____.
0001AB	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0001AC	PRIME COAT	175,000	SY	\$ _____.	\$ _____.
0001AD	BASE 6"	125,000	SY	\$ _____.	\$ _____.
0001AE	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0001AF	SUBBASE 6"	5,000	SY	\$ _____.	\$ _____.
0001AG	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0001AH	MILL ASPHALT 1"	22,500	SY	\$ _____.	\$ _____.
0001AJ	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0001AK	PETROMAT	1,000	SY	\$ _____.	\$ _____.
0001AL	GLASSGRID	600	SY	\$ _____.	\$ _____.
0001AM	RUMBLE STRIPS	1,000	LF	\$ _____.	\$ _____.
0002	<b>PATCHING EXISTING ASPHALT</b>				
0002AA	LESS THAN OR EQUAL TO 100 SY PER LOCATION	800	SY	\$ _____.	\$ _____.
0002AB	MORE THAN 100 SY PER LOCATION	200	SY	\$ _____.	\$ _____.
0003	<b>LESS THAN FULL WIDTH REPLACEMENT OF OLD ASPHALT</b>				
0003AA	PAVEMENT 3"	6,000	SY	\$ _____.	\$ _____.
0003AB	BASE 6"	6,000	SY	\$ _____.	\$ _____.
0003AC	SUBBASE 6"	2,000	SY	\$ _____.	\$ _____.
0004	<b>DRILLING AND SOIL TESTING</b>				
0004AA	EXPLORATORY DRILL.	2	EA	\$ _____.	\$ _____.
0004AB	SOIL SAMPLING & TESTING	250	EA	\$ _____.	\$ _____.
0004AC	SOIL REPORTS	25	EA	\$ _____.	\$ _____.

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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0005	TRANSITION MATERIAL BETWEEN ROAD/RAILROAD CROSSING (RUBBER)	10	LF	\$ _____	\$ _____
0006	<b>SLURRY SEAL COATING</b>				
0006AA	SINGLE APPLICATION WITHOUT TACK COAT FROM 300 TO 5,000 SY PER LOCATION	2,500	SY	\$ _____	\$ _____
0006AB	SINGLE APPLICATION WITHOUT TACK COAT MORE THAN 5,000 SY PER LOCATION	3,000	SY	\$ _____	\$ _____
0006AC	SINGLE APPLICATION WITH TACK COAT FROM 300 TO 5,000 SY PER LOCATION	2,000	SY	\$ _____	\$ _____
0006AD	SINGLE APPLICATION WITH TACK COAT MORE THAN 5,000 SY PER LOCATION	5,000	SY	\$ _____	\$ _____
0007	<b>PENETRATION OIL TREATMENT</b>				
0007AA	FROM 500 TO 1,000 SY PER LOCATION	500	SY	\$ _____	\$ _____
0007AB	MORE THAN 1,000 SY PER LOCATION	2,000	SY	\$ _____	\$ _____
0008	<b>REPAIR EXISTING ASPHALT PAVEMENT CRACKS</b>				
0008AA	CRACKS LESS THAN 1/8 INCH; LESS THAN OR EQUAL TO 4,000 LF PER LOCATION	2,000	LF	\$ _____	\$ _____
0008AB	CRACKS LESS THAN 1/8 INCH; MORE THAN 4,000 LT PER LOCATION	2,000	LF	\$ _____	\$ _____
0008AC	CRACKS BETWEEN 1/8 INCH AND 1 INCH; LESS THAN OR EQUAL TO 4,000 LF PER LOCATION	2,000	LF	\$ _____	\$ _____
0008AD	CRACKS BETWEEN 1/8 INCH AND 1 INCH; MORE THAN 4,000 LF PER LOCATION	2,000	LF	\$ _____	\$ _____
0008AE	CRACKS BETWEEN 1 INCH AND 4 INCHES; LESS THAN 4,000 LF PER LOCATION	2,000	LF	\$ _____	\$ _____

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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0008AF	CRACKS BETWEEN 1 INCH AND 4 INCHES; MORE THAN 4,000 LF PER LOCATION	2,000	LF	\$ _____ .	\$ _____ .
0009	PAVEMENT GRINDING W/DIAMOND BLADES	250	SY	\$ _____ .	\$ _____ .
0010	<b>STRIPING AND MARKING ON ROADS OR PARKING LOTS</b>				
0010AA	STRIPING (REFLECTIVE) LESS THAN OR EQUAL TO 10,000 SF PER LOCATION	15,000	SF	\$ _____ .	\$ _____ .
0010AB	STRIPING (REFLECTIVE) MORE THAN 10,000 SF PER LOCATION	20,000	SF	\$ _____ .	\$ _____ .
0010AC	MARKING (REFLECTIVE) LESS THAN OR EQUAL TO 1,000 SF PER LOCATION	3,000	SF	\$ _____ .	\$ _____ .
0010AD	MARKING (REFLECTIVE) MORE THAN 1,000 SF PER LOCATION	2,000	SF	\$ _____ .	\$ _____ .
0011	<b>REJUVENATING AGENT</b>				
0011AA	FROM 500 SY TO 10,000 SY PER LOCATION	7,500	SY	\$ _____ .	\$ _____ .
0011AB	MORE THAN 10,000 SY PER LOCATION	10,000	SY	\$ _____ .	\$ _____ .
0012	<b>RESHAPE EXISTING EARTH SHOULDERS AND DITCHES</b>				
0012AA	SHOULDERS	10,000	LF	\$ _____ .	\$ _____ .
0012AB	DITCHES	5,000	LF	\$ _____ .	\$ _____ .
0013	<b>FOG SEAL</b>				
0013AA	FROM 500 SY TO 5,000 SY PER LOCATION	5,000	SY	\$ _____ .	\$ _____ .
0013AB	MORE THAN 5,000 SY PER LOCATION	5,000	SY	\$ _____ .	\$ _____ .
0014	NEW ASPHALT CURB	700	LF	\$ _____ .	\$ _____ .
0015	NEW CONCRETE VALLEY GUTTERS	2,000	LF	\$ _____ .	\$ _____ .
0016	<b>CONCRETE WORK</b>				
0016AA	SIDEWALKS (WIDTH 6 FT., THICKNESS 4 in.)	500	LF	\$ _____ .	\$ _____ .

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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0016AB	CURB & GUTTERS (less than 1,000 lf per location)	1,000	LF	\$ _____ .	\$ _____ .
0016AC	CURB & GUTTERS (more than 1,000 lf per location)	1,000	LF	\$ _____ .	\$ _____ .
<b>FLARED METAL HEADWALLS - INCLUDES INGRESS AND EGRESS</b>					
0016AD	FLARED HEADWALL 24 in.	1	EA	\$ _____ .	\$ _____ .
0016AE	FLARED HEADWALL 30 in.	1	EA	\$ _____ .	\$ _____ .
0016AF	FLARED HEADWALL 36 in.	1	EA	\$ _____ .	\$ _____ .
0016AG	CONCRETE PADS	50	CY	\$ _____ .	\$ _____ .
0017	<b>SURFACE MOUNTED REFLECTORS</b>				
0017AA	PRISMATIC REFLECTIVE MARKERS	100	EA	\$ _____ .	\$ _____ .
0017AB	TEMPORARY REFLECTORS	100	EA	\$ _____ .	\$ _____ .
0018	<b>RECESSED REFLECTORS</b>				
0018AA	500 OR LESS	100	EA	\$ _____ .	\$ _____ .
0018AB	MORE THAN 500	500	EA	\$ _____ .	\$ _____ .
0019	<b>REMOVE/REPLACE CULVERTS</b>				
0019AA	24 in. CMP	30	LF	\$ _____ .	\$ _____ .
0019AB	30 in. CMP	30	LF	\$ _____ .	\$ _____ .
0019AC	36 in. CMP	30	LF	\$ _____ .	\$ _____ .
0019AD	24 in. CONCRETE	30	LF	\$ _____ .	\$ _____ .
0019AE	30 in. CONCRETE	30	LF	\$ _____ .	\$ _____ .
0019AF	36 in. CONCRETE	30	LF	\$ _____ .	\$ _____ .
0020	<b>INSTALL NEW CULVERTS</b>				
0020AA	24 in. CMP	30	LF	\$ _____ .	\$ _____ .
0020AB	30 in. CMP	30	LF	\$ _____ .	\$ _____ .
0020AC	36 in. CMP	30	LF	\$ _____ .	\$ _____ .
0020AD	24 in. CONCRETE	30	LF	\$ _____ .	\$ _____ .
0020AE	30 in. CONCRETE	30	LF	\$ _____ .	\$ _____ .
0020AF	36 in. CONCRETE	30	LF	\$ _____ .	\$ _____ .

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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0021	SELECT FILL MATERIAL	1,000	CY	\$ _____.	\$ _____.
0022	RAISE/LOWER UTILITY COVERS	10	EA	\$ _____.	\$ _____.
0023	<b>FENCE</b>				
0023AA	REMOVE AND REPLACE	500	LF	\$ _____.	\$ _____.
0023AB	INSTALL NEW FENCING	500	LF	\$ _____.	\$ _____.
0024	EXCAVATION	2,000	CY	\$ _____.	\$ _____.
0025	<b>EMBANKMENT (IN PLACE)</b>				
0025AA	SOIL EMBANKMENT	7,000	CY	\$ _____.	\$ _____.
0025AB	ROCK EMBANK (A-10 STONE-ASSUME 50 MILE HAUL)	50	TN	\$ _____.	\$ _____.
0025AC	ROCK EMBANK (A-6 STONE-ASSUME 50 MILE HAUL)	100	TN	\$ _____.	\$ _____.
0025AD	ROCK EMBANK (A-4 STONE-ASSUME 50 MILE HAUL)	100	TN	\$ _____.	\$ _____.
0025AE	ROCK EMBANKMENT (A-6 BEDDING STONE- ASSUME 50 MILE HAUL)	200	TN	\$ _____.	\$ _____.
0026	<b>EXCAVATE/DISPOSE/TRANSPORT - UNSUITABLE MATERIAL</b>				
0026AA	EXCAVATION OF UNSUITABLE MATERIAL	700	CY	\$ _____.	\$ _____.
0026AB	HAULING OF UNSUITABLE MATERIAL	700	CY	\$ _____.	\$ _____.
0026AC	LANDFILL DISPOSAL	100	CY	\$ _____.	\$ _____.
0027	FOREIGN OBJECT REMOVAL (FOD)	10	HR	\$ _____.	\$ _____.
0028	<b>FURNISH AND INSTALL ROAD SIGNS</b>				
0028AA	REGULATORY SIGNS (INCL. YIELD, STOP, SPEED, DIRECTIONAL, PARKING, ETC.,)	5	EA	\$ _____.	\$ _____.
0028AB	WARNING SIGNS (INCL. SPEED DIRECTIONAL, GRADES, PED., ETC.)	5	EA	\$ _____.	\$ _____.

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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0028AC	GUIDE SIGNS (INCL. NAMES, MILEAGE, ROUTES, DIRECTION, AREAS, ETC.)	5	EA	\$ _____ .	\$ _____ .
0028AD	REMOVE/REPLACE UTILITY SIGNS (BURIED CABLE, ELECTRICAL, ETC. <b>MILITARY BASES ONLY</b>	5	EA	\$ _____ .	\$ _____ .
0028AE	FRAMES(2EA)- SQUARE ALUMINUM, (4"X4"X1/4"X7'6")SEAMLESS. ONE SIGN - METAL W/TYPE 1 REFLECTIVE SHEETING (12" X 2")	1	EA	\$ _____ .	\$ _____ .
0028AF	TWO SIGNS - ONE FRAME AS ABOVE	1	EA	\$ _____ .	\$ _____ .
0028AG	THREE SIGNS - ONE FRAME AS ABOVE	1	EA	\$ _____ .	\$ _____ .
0028AH	FOUR SIGNS - ONE FRAME AS ABOVE	1	EA	\$ _____ .	\$ _____ .
0028AH	FOUR SIGNS - ONE FRAME AS ABOVE	2	EA	\$ _____ .	\$ _____ .
0029	<b>LIGHTING - TO INCLUDE STREET AND PARKING LOT</b>				
0029AA	LIGHTING POLE (TO INCLUDE ALUMIN. POLE (40'), W/ONE ARM BRACKET, CONCRETE BASE (UP TO 6' DEPTH), WIRE, AND CONDUIT (5 OR LESS)	2	EA	\$ _____ .	\$ _____ .
0029AB	LIGHTING POLE (TO INCLUDE ALUMIN. POLE (40'), W/ONE ARM BRACKET, CONCRETE BASE (UP TO 6' DEPTH), WIRE, AND CONDUIT (6 OR MORE)	2	EA	\$ _____ .	\$ _____ .
0029AC	SINGLE LUMINAIRE (COBRA STYLE - INSTALLED) (5 OR LESS)	2	EA	\$ _____ .	\$ _____ .
0029AD	SINGLE LUMINAIRE (COBRA STYLE - INSTALLED) (6 OR MORE)	6	EA	\$ _____ .	\$ _____ .
0029AE	DOUBLE LUMINAIRE (INSTALLED) (5 OR LESS)	1	EA	\$ _____ .	\$ _____ .
0029AF	DOUBLE LUMINAIRE (INSTALLED) (6 OR MORE)	6	EA	\$ _____ .	\$ _____ .
0029AG	TRIPLE LUMINAIRE (INSTALLED) (5 OR LESS)	1	EA	\$ _____ .	\$ _____ .
0029AH	TRIPLE LUMINAIRE (INSTALLED) (6 OR MORE)	6	EA	\$ _____ .	\$ _____ .



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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0030	<b>LANDSCAPING</b>				
0030AA	IRRIGATION PIPE (1" PVC)	200	LF	\$ _____.	\$ _____.
0030AB	HYDROSEEDING (LESS THAN 10,000 SF) (ASSUME DESERT MIX)	1,000	SF	\$ _____.	\$ _____.
0030AC	HYDROSEEDING (MORE THAN 10,000 SF)	10,000	SF	\$ _____.	\$ _____.
0030AD	SPRINKLER HEADS (2-1/2")	25	EA	\$ _____.	\$ _____.
0030AE	CONTROLLERS (MULTI-ZONE,DIGITAL)	2	EA	\$ _____.	\$ _____.
0031	<b>ADDITIONAL WORK - LABOR POOL*</b> Dollar amount per task order not to exceed \$ 20,000. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0031AA	LABOR POOL	2000	HR	\$ _____.	\$ _____.
0032	<b>ADDITIONAL WORK - EQUIPMENT POOL*</b> Dollar amount per task order not to exceed \$15,000. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0032AA	EQUIPMENT POOL		N/A	N/A	N/A
0033	<b>ADDITIONAL WORK - MATERIAL POOL*</b> Dollar amount not to exceed \$20,000 per task order. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0033AA	MATERIAL POOL		N/A	N/A	N/A
<b>TOTAL ESTIMATE AMOUNT FOR BASE YEAR</b> <b>(LINE ITEMS NOS. 0001- 0033AA</b>					<b>\$ _____.</b>

SECTION 00010A  
SUPPLIES OR SERVICES AND PRICES/COSTS  
SOUTHERN CALIFORNIA AREA PRICING SCHEDULE  
SMALL BUSINESS SET ASIDE

OPTION YEAR 1

Line Items 0034 - 0066AA

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0034	<b>FULL WIDTH REPLACEMENT OF OLD AC WITH NEW</b>				
0034AA	PAVEMENT 3"	175,000	SY	\$ _____.	\$ _____.
0034AB	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0034AC	PRIME COAT	175,000	SY	\$ _____.	\$ _____.
0034AD	BASE 6"	125,000	SY	\$ _____.	\$ _____.
0034AE	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0034AF	SUBBASE 6"	5,000	SY	\$ _____.	\$ _____.
0034AG	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0034AH	MILL ASPHALT 1"	25,500	SY	\$ _____.	\$ _____.
0034AJ	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0034AK	PETROMAT	1,000	SY	\$ _____.	\$ _____.
0034AL	GLASSGRID	600	SY	\$ _____.	\$ _____.
0034AM	RUMBLE STRIPS	1,000	LF	\$ _____.	\$ _____.
0035	<b>PATCHING EXISTING ASPHALT</b>				
0035AA	LESS THAN OR EQUAL TO 100 SY PER LOCATION	800	SY	\$ _____.	\$ _____.
0035AB	MORE THAN 100 SY PER LOCATION	2000	SY	\$ _____.	\$ _____.
0036	<b>LESS THAN FULL WIDTH REPLACEMENT OF OLD ASPHALT</b>				
0036AA	PAVEMENT 3"	6,000	SY	\$ _____.	\$ _____.
0036AB	BASE 6"	6,000	SY	\$ _____.	\$ _____.
0036AC	SUBBASE 6"	2,000	SY	\$ _____.	\$ _____.
0037	<b>DRILLING AND SOIL TESTING</b>				
0037AA	EXPLORATORY DRILL.	2	EA	\$ _____.	\$ _____.
0037AB	SOIL SAMPLING & TESTING	200	EA	\$ _____.	\$ _____.
0037AC	SOIL REPORTS	10	EA	\$ _____.	\$ _____.
0038	TRANSITION MATERIAL BETWEEN ROAD/RAILROAD CROSSING (RUBBER)	10	LF	\$ _____.	\$ _____.
0039	<b>SLURRY SEAL COATING</b>				
0039AA	SINGLE APPLICATION WITHOUT TACK COAT FROM 300 TO 5,000 SY PER LOCATION	2,500	SY	\$ _____.	\$ _____.

SECTION 00010A  
SUPPLIES OR SERVICES AND PRICES/COSTS  
SOUTHERN CALIFORNIA AREA PRICING SCHEDULE  
**SMALL BUSINESS SET ASIDE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0039AB	SINGLE APPLICATION WITHOUT TACK COAT MORE THAN 5,000 SY PER LOCATION	3,000	SY	\$ _____ .	\$ _____ .
0039AC	SINGLE APPLICATION WITH TACK COAT FROM 300 TO 5,000 SY PER LOCATION	2,000	SY	\$ _____ .	\$ _____ .
0039AD	SINGLE APPLICATION WITH TACK COAT MORE THAN 5,000 SY PER LOCATION	5,000	SY	\$ _____ .	\$ _____ .
0040	<b>PENETRATION OIL TREATMENT</b>				
0040AA	FROM 500 TO 1,000 SY PER LOCATION	500	SY	\$ _____ .	\$ _____ .
0040AB	MORE THAN 1,000 SY PER LOCATION	2,000	SY	\$ _____ .	\$ _____ .
0041	<b>REPAIR EXISTING ASPHALT PAVEMENT CRACKS</b>				
0041AA	CRACKS LESS THAN 1/8 INCH; LESS THAN OR EQUAL TO 4,000 LF PER LOCATION	2,000	LF	\$ _____ .	\$ _____ .
0041AB	CRACKS LESS THAN 1/8 INCH; MORE THAN 4,000 LT PER LOCATION	2,000	LF	\$ _____ .	\$ _____ .
0041AC	CRACKS BETWEEN 1/8 INCH AND 1 INCH; LESS THAN OR EQUAL TO 4,000 LF PER LOCATION	2,000	LF	\$ _____ .	\$ _____ .
0041AD	CRACKS BETWEEN 1/8 INCH AND 1 INCH; MORE THAN 4,000 LF PER LOCATION	2,000	LF	\$ _____ .	\$ _____ .
0041AE	CRACKS BETWEEN 1 INCH AND 4 INCHES; LESS THAN 4,000 LF PER LOCATION	2,000	LF	\$ _____ .	\$ _____ .
0041AF	CRACKS BETWEEN 1 INCH AND 4 INCHES; MORE THAN 4,000 LF PER LOCATION	2,000	LF	\$ _____ .	\$ _____ .
0042	PAVEMENT GRINDING W/DIAMOND BLADES	250	SY	\$ _____ .	\$ _____ .
0043	<b>STRIPING AND MARKING ON ROADS OR PARKING LOTS</b>				

SECTION 00010A  
SUPPLIES OR SERVICES AND PRICES/COSTS  
SOUTHERN CALIFORNIA AREA PRICING SCHEDULE  
**SMALL BUSINESS SET ASIDE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0043AA	STRIPING (REFLECTIVE) LESS THAN OR EQUAL TO 10,000 SF PER LOCATION	15,000	SF	\$ _____ .	\$ _____ .
0043AB	STRIPING (REFLECTIVE) MORE THAN 10,000 SF PER LOCATION	20,000	SF	\$ _____ .	\$ _____ .
0043AC	MARKING (REFLECTIVE) LESS THAN OR EQUAL TO 1,000 SF PER LOCATION	3,000	SF	\$ _____ .	\$ _____ .
0043AD	MARKING (REFLECTIVE) MORE THAN 1,000 SF PER LOCATION	2,000	SF	\$ _____ .	\$ _____ .
0044	<b>REJUVENATING AGENT</b>				
0044AA	FROM 500 SY TO 10,000 SY PER LOCATION	7,500	SY	\$ _____ .	\$ _____ .
0044AB	MORE THAN 10,000 SY PER LOCATION	10,000	SY	\$ _____ .	\$ _____ .
0045	<b>RESHAPE EXISTING EARTH SHOULDERS AND DITCHES</b>				
0045AA	SHOULDERS	10,000	LF	\$ _____ .	\$ _____ .
0045AB	DITCHES	5,000	LF	\$ _____ .	\$ _____ .
0046	<b>FOG SEAL</b>				
0046AA	FROM 500 SY TO 5,000 SY PER LOCATION	5,000	SY	\$ _____ .	\$ _____ .
0046AB	MORE THAN 5,000 SY PER LOCATION	5,000	SY	\$ _____ .	\$ _____ .
0047	NEW ASPHALT CURB	700	LF	\$ _____ .	\$ _____ .
0048	NEW CONCRETE VALLEY GUTTERS	2,000	LF	\$ _____ .	\$ _____ .
0049	<b>CONCRETE WORK</b>				
0049AA	SIDEWALKS (WIDTH 6 FT., THICKNESS 4 in.)	500	LF	\$ _____ .	\$ _____ .
0049AB	CURB & GUTTERS (less than 1,000 lf per location)	1,000	LF	\$ _____ .	\$ _____ .
0049AC	CURB & GUTTERS (more than 1,000 lf per location)	1,000	LF	\$ _____ .	\$ _____ .

SECTION 00010A  
SUPPLIES OR SERVICES AND PRICES/COSTS  
SOUTHERN CALIFORNIA AREA PRICING SCHEDULE  
**SMALL BUSINESS SET ASIDE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>FLARED METAL HEADWALLS - INCLUDES INGRESS AND EGRESS</b>					
0049AD	FLARED HEADWALL 24 in.	1	EA	\$ _____.	\$ _____.
0049AE	FLARED HEADWALL 30 in.	1	EA	\$ _____.	\$ _____.
0049AF	FLARED HEADWALL 36 in.	1	EA	\$ _____.	\$ _____.
0049AG	CONCRETE PADS	50	CY	\$ _____.	\$ _____.
0050	<b>SURFACE MOUNTED REFLECTORS</b>				
0050AA	PRISMATIC REFLECTIVE MARKERS	100	EA	\$ _____.	\$ _____.
0050AB	TEMPORARY REFLECTORS	100	EA	\$ _____.	\$ _____.
0051	<b>RECESSED REFLECTORS</b>				
0051AA	500 OR LESS	100	EA	\$ _____.	\$ _____.
0051AB	MORE THAN 500	500	EA	\$ _____.	\$ _____.
0052	<b>REMOVE/REPLACE CULVERTS</b>				
0052AA	24 in. CMP	30	LF	\$ _____.	\$ _____.
0052AB	30 in. CMP	30	LF	\$ _____.	\$ _____.
0052AC	36 in. CMP	30	LF	\$ _____.	\$ _____.
0052AD	24 in. CONCRETE	30	LF	\$ _____.	\$ _____.
0052AE	30 in. CONCRETE	30	LF	\$ _____.	\$ _____.
0052AF	36 in. CONCRETE	30	LF	\$ _____.	\$ _____.
0053	<b>INSTALL NEW CULVERTS</b>				
0053AA	24 in. CMP	30	LF	\$ _____.	\$ _____.
0053AB	30 in. CMP	30	LF	\$ _____.	\$ _____.
0053AC	36 in. CMP	30	LF	\$ _____.	\$ _____.
0053AD	24 in. CONCRETE	30	LF	\$ _____.	\$ _____.
0053AE	30 in. CONCRETE	30	LF	\$ _____.	\$ _____.
0053AF	36 in. CONCRETE	30	LF	\$ _____.	\$ _____.
0054	SELECT FILL MATERIAL	1,000	CY	\$ _____.	\$ _____.
0055	RAISE/LOWER UTILITY COVERS	10	EA	\$ _____.	\$ _____.
0056	<b>FENCE</b>				

SECTION 00010A  
SUPPLIES OR SERVICES AND PRICES/COSTS  
SOUTHERN CALIFORNIA AREA PRICING SCHEDULE  
**SMALL BUSINESS SET ASIDE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0056AA	REMOVE AND REPLACE	500	LF	\$ _____.	\$ _____.
0056AB	INSTALL NEW FENCING	500	LF	\$ _____.	\$ _____.
0057	EXCAVATION	2,000	CY	\$ _____.	\$ _____.
0058	<b>EMBANKMENT (IN PLACE)</b>				
0058AA	SOIL EMBANKMENT	7,000	CY	\$ _____.	\$ _____.
0058AB	ROCK EMBANK (A-10 STONE-ASSUME 50 MILE HAUL)	50	TN	\$ _____.	\$ _____.
0058AC	ROCK EMBANK (A-6 STONE-ASSUME 50 MILE HAUL)	100	TN	\$ _____.	\$ _____.
0058AD	ROCK EMBANK (A-4 STONE-ASSUME 50 MILE HAUL)	100	TN	\$ _____.	\$ _____.
0058AE	ROCK EMBANKMENT (A-6 BEDDING STONE- ASSUME 50 MILE HAUL)	200	TN	\$ _____.	\$ _____.
0059	<b>EXCAVATE/DISPOSE/TRANSPORT - UNSUITABLE MATERIAL</b>				
0059AA	EXCAVATION OF UNSUITABLE MATERIAL	700	CY	\$ _____.	\$ _____.
0059AB	HAULING OF UNSUITABLE MATERIAL	700	CY	\$ _____.	\$ _____.
0059AC	LANDFILL DISPOSAL	100	CY	\$ _____.	\$ _____.
0060	FOREIGN OBJECT REMOVAL (FOD)	10	HR	\$ _____.	\$ _____.
0061	<b>FURNISH AND INSTALL ROAD SIGNS</b>				
0061AA	REGULATORY SIGNS (INCL. YIELD, STOP, SPEED, DIRECTIONAL, PARKING, ETC.,)	5	EA	\$ _____.	\$ _____.
0061AB	WARNING SIGNS (INCL. SPEED DIRECTIONAL, GRADES, PED., ETC.)	5	EA	\$ _____.	\$ _____.
0061AC	GUIDE SIGNS (INCL. NAMES, MILEAGE, ROUTES, DIRECTION, AREAS, ETC.)	5	EA	\$ _____.	\$ _____.
0061AD	REMOVE/REPLACE UTILITY SIGNS (BURIED CABLE, ELECTRICAL, ETC.)	5	EA	\$ _____.	\$ _____.

SECTION 00010A  
SUPPLIES OR SERVICES AND PRICES/COSTS  
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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>MILITARY BASES ONLY</b>					
0061AE	FRAMES(2EA)- SQUARE ALUMINUM, (4"X4"X1/4"X7'6")SEAMLESS. ONE SIGN - METAL W/TYPE 1 REFLECTIVE SHEETING (12" X 2")	1	EA	\$ _____.	\$ _____.
0061AF	TWO SIGNS - ONE FRAME AS ABOVE	1	EA	\$ _____.	\$ _____.
0061AG	THREE SIGNS - ONE FRAME AS ABOVE	1	EA	\$ _____.	\$ _____.
0061AH	FOUR SIGNS - ONE FRAME AS ABOVE	1	EA	\$ _____.	\$ _____.
0062	<b>LIGHTING - TO INCLUDE STREET AND PARKING LOT</b>				
0062AA	LIGHTING POLE (TO INCLUDE ALUMIN. POLE (40'), W/ ONE ARM BRACKET, CONCRETE BASE (UP TO 6' DEPTH), WIRE, AND CONDUIT (5 OR LESS)	2	EA	\$ _____.	\$ _____.
0062AB	LIGHTING POLE (TO INCLUDE ALUMIN. POLE (40'), W/ONE ARM BRACKET, CONCRETE BASE (UP TO 6' DEPTH), WIRE, AND CONDUIT (6 OR MORE)	2	EA	\$ _____.	\$ _____.
0062AC	SINGLE LUMINAIRE (COBRA STYLE - INSTALLED) (5 OR LESS)	2	EA	\$ _____.	\$ _____.
0062AD	SINGLE LUMINAIRE (COBRA STYLE - INSTALLED) (6 OR MORE)	6	EA	\$ _____.	\$ _____.
0062AE	DOUBLE LUMINAIRE (INSTALLED) (5 OR LESS)	1	EA	\$ _____.	\$ _____.
0062AF	DOUBLE LUMINAIRE (INSTALLED) (6 OR MORE)	6	EA	\$ _____.	\$ _____.
0062AG	TRIPLE LUMINAIRE (INSTALLED) (5 OR LESS)	1	EA	\$ _____.	\$ _____.
0062AH	TRIPLE LUMINAIRE (INSTALLED) (6 OR MORE)	6	EA	\$ _____.	\$ _____.
0063	<b>LANDSCAPING</b>				
0063AA	IRRIGATION PIPE (1" PVC)	200	LF	\$ _____.	\$ _____.
0063AB	HYDROSEEDING (LESS THAN 10,000 SF) (ASSUME DESERT MIX)	1,000	SF	\$ _____.	\$ _____.
0063AC	HYDROSEEDING (MORE THAN 10,000 SF)	10,000	SF	\$ _____.	\$ _____.
0063AD	SPRINKLER HEADS (2-1/2")	25	EA	\$ _____.	\$ _____.

SECTION 00010A  
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**SMALL BUSINESS SET ASIDE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0063AE	CONTROLLERS (MULTI-ZONE, DIGITAL)	2	EA	\$ _____.	\$ _____.
0064	<b>ADDITIONAL WORK - LABOR POOL*</b>  Dollar amount per task order not to exceed \$ 20,000. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0064AA	LABOR POOL	2,000	HR	\$ _____.	\$ _____.
0065	<b>ADDITIONAL WORK - EQUIPMENT POOL*</b>  Dollar amount per task order not to exceed \$15,000. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0065AA	EQUIPMENT POOL		N/A	N/A	N/A
0066	<b>ADDITIONAL WORK - MATERIAL POOL*</b>  Dollar amount not to exceed \$20,000 per task order. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0066AA	MATERIAL POOL		N/A	N/A	N/A
<b>TOTAL ESTIMATE AMOUNT OPTION YEAR 1 (LINE ITEM NOS. 0034 - 0066AA)</b>					\$ _____.



SECTION 00010A  
SUPPLIES OR SERVICES AND PRICES/COSTS  
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SMALL BUSINESS SET ASIDE

OPTION YEAR 2

Line Items 0067 - 0099AA

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0067	<b>FULL WIDTH REPLACEMENT OF OLD AC WITH NEW</b>				
0067AA	PAVEMENT 3"	175,000	SY	\$ _____.	\$ _____.
0067AB	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0067AC	PRIME COAT	175,000	SY	\$ _____.	\$ _____.
0067AD	BASE 6"	125,000	SY	\$ _____.	\$ _____.
0067AE	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0067AF	SUBBASE 6"	5,000	SY	\$ _____.	\$ _____.
0067AG	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0067AH	MILL ASPHALT 1"	22,500	SY	\$ _____.	\$ _____.
0067AJ	EACH ADDED INCH	1.00	IN	\$ _____.	\$ _____.
0067AK	PETROMAT	4 1000	SY	\$ _____.	\$ _____.
0067AL	GLASSGRID	600	SY	\$ _____.	\$ _____.
0067AM	RUMBLE STRIPS	1,000	LF	\$ _____.	\$ _____.
0068	<b>PATCHING EXISTING ASPHALT</b>				
0068AA	LESS THAN OR EQUAL TO 100 SY PER LOCATION	800	SY	\$ _____.	\$ _____.
0068AB	MORE THAN 100 SY PER LOCATION	200	SY	\$ _____.	\$ _____.
0069	<b>LESS THAN FULL WIDTH REPLACEMENT OF OLD ASPHALT</b>				
0069AA	PAVEMENT 3"	6,000	SY	\$ _____.	\$ _____.
0069AB	BASE 6"	6,000	SY	\$ _____.	\$ _____.
0069AC	SUBBASE 6"	2,000	SY	\$ _____.	\$ _____.
0070	<b>DRILLING AND SOIL TESTING</b>				
0070AA	EXPLORATORY DRILL.	2	EA	\$ _____.	\$ _____.
0070AB	SOIL SAMPLING & TESTING	200	EA	\$ _____.	\$ _____.
0070AC	SOIL REPORTS	6	EA	\$ _____.	\$ _____.
0071	TRANSITION MATERIAL BETWEEN ROAD/RAILROAD CROSSING (RUBBER)	10	LF	\$ _____.	\$ _____.
0072	<b>SLURRY SEAL COATING</b>				

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SOUTHERN CALIFORNIA AREA PRICING SCHEDULE  
**SMALL BUSINESS SET ASIDE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0072AA	SINGLE APPLICATION WITHOUT TACK COAT FROM 300 TO 5,000 SY PER LOCATION	2,500	SY	\$ _____.	\$ _____.
0072AB	SINGLE APPLICATION WITHOUT TACK COAT MORE THAN 5,000 SY PER LOCATION	3,000	SY	\$ _____.	\$ _____.
0072AC	SINGLE APPLICATION WITH TACK COAT FROM 300 TO 5,000 SY PER LOCATION	2,000	SY	\$ _____.	\$ _____.
0072AD	SINGLE APPLICATION WITH TACK COAT MORE THAN 5,000 SY PER LOCATION	5,000	SY	\$ _____.	\$ _____.
0073	<b>PENETRATION OIL TREATMENT</b>				
0073AA	FROM 500 TO 1,000 SY PER LOCATION	500	SY	\$ _____.	\$ _____.
0073AB	MORE THAN 1,000 SY PER LOCATION	2,000	SY	\$ _____.	\$ _____.
0074	<b>REPAIR EXISTING ASPHALT PAVEMENT CRACKS</b>				
0074AA	CRACKS LESS THAN 1/8 INCH; LESS THAN OR EQUAL TO 4,000 LF PER LOCATION	2,000	LF	\$ _____.	\$ _____.
0074AB	CRACKS LESS THAN 1/8 INCH; MORE THAN 4,000 LT PER LOCATION	2,000	LF	\$ _____.	\$ _____.
0074AC	CRACKS BETWEEN 1/8 INCH AND 1 INCH; LESS THAN OR EQUAL TO 4,000 LF PER LOCATION	2,000	LF	\$ _____.	\$ _____.
0074AD	CRACKS BETWEEN 1/8 INCH AND 1 INCH; MORE THAN 4,000 LF PER LOCATION	2,000	LF	\$ _____.	\$ _____.
0074AE	CRACKS BETWEEN 1 INCH AND 4 INCHES; LESS THAN 4,000 LF PER LOCATION	2,000	LF	\$ _____.	\$ _____.
0074AF	CRACKS BETWEEN 1 INCH AND 4 INCHES; MORE THAN 4,000 LF PER LOCATION	2,000	LF	\$ _____.	\$ _____.
0075	PAVEMENT GRINDING W/DIAMOND BLADES	250	SY	\$ _____.	\$ _____.

SECTION 00010A  
SUPPLIES OR SERVICES AND PRICES/COSTS  
SOUTHERN CALIFORNIA AREA PRICING SCHEDULE  
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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0076	<b>STRIPING AND MARKING ON ROADS OR PARKING LOTS</b>				
0076AA	STRIPING (REFLECTIVE) LESS THAN OR EQUAL TO 10,000 SF PER LOCATION	15,000	SF	\$ _____ .	\$ _____ .
0076AB	STRIPING (REFLECTIVE) MORE THAN 10,000 SF PER LOCATION	20,000	SF	\$ _____ .	\$ _____ .
0076AC	MARKING (REFLECTIVE) LESS THAN OR EQUAL TO 1,000 SF PER LOCATION	30,000	SF	\$ _____ .	\$ _____ .
0076AD	MARKING (REFLECTIVE) MORE THAN 1,000 SF PER LOCATION	2,000	SF	\$ _____ .	\$ _____ .
0077	<b>REJUVENATING AGENT</b>				
0077AA	FROM 500 SY TO 10,000 SY PER LOCATION	7,500	SY	\$ _____ .	\$ _____ .
0077AB	MORE THAN 10,000 SY PER LOCATION	10,000	SY	\$ _____ .	\$ _____ .
0078	<b>RESHAPE EXISTING EARTH SHOULDERS AND DITCHES</b>				
0078AA	SHOULDERS	10,000	LF	\$ _____ .	\$ _____ .
0078AB	DITCHES	5,000	LF	\$ _____ .	\$ _____ .
0079	<b>FOG SEAL</b>				
0079AA	FROM 500 SY TO 5,000 SY PER LOCATION	5,000	SY	\$ _____ .	\$ _____ .
0079AB	MORE THAN 5,000 SY PER LOCATION	5,000	SY	\$ _____ .	\$ _____ .
0080	NEW ASPHALT CURB	700	LF	\$ _____ .	\$ _____ .
0081	NEW CONCRETE VALLEY GUTTERS	2,000	LF	\$ _____ .	\$ _____ .
0082	<b>CONCRETE WORK</b>				
0082AA	SIDEWALKS (WIDTH 6 FT., THICKNESS 4 in.)	500	LF	\$ _____ .	\$ _____ .
0082AB	CURB & GUTTERS (less than 1,000 lf per location)	1,000	LF	\$ _____ .	\$ _____ .
0082AC	CURB & GUTTERS (more than 1,000 lf per location)	1,000	LF	\$ _____ .	\$ _____ .

SECTION 00010A  
SUPPLIES OR SERVICES AND PRICES/COSTS  
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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<b>FLARED METAL HEADWALLS - INCLUDES INGRESS AND EGRESS</b>					
0082AD	FLARED HEADWALL 24 in.	1	EA	\$ _____.	\$ _____.
0082AE	FLARED HEADWALL 30 in.	1	EA	\$ _____.	\$ _____.
0082AF	FLARED HEADWALL 36 in.	1	EA	\$ _____.	\$ _____.
0082AG	CONCRETE PADS	50	CY	\$ _____.	\$ _____.
0083	<b>SURFACE MOUNTED REFLECTORS</b>				
0083AA	PRISMATIC REFLECTIVE MARKERS	100	EA	\$ _____.	\$ _____.
0083AB	TEMPORARY REFLECTORS	100	EA	\$ _____.	\$ _____.
0084	<b>RECESSED REFLECTORS</b>				
0084AA	500 OR LESS	100	EA	\$ _____.	\$ _____.
0084AB	MORE THAN 500	100	EA	\$ _____.	\$ _____.
0085	<b>REMOVE/REPLACE CULVERTS</b>				
0085AA	24 in. CMP	30	LF	\$ _____.	\$ _____.
0085AB	30 in. CMP	30	LF	\$ _____.	\$ _____.
0085AC	36 in. CMP	30	LF	\$ _____.	\$ _____.
0085AD	24 in. CONCRETE	30	LF	\$ _____.	\$ _____.
0085AE	30 in. CONCRETE	30	LF	\$ _____.	\$ _____.
0085AF	36 in. CONCRETE	30	LF	\$ _____.	\$ _____.
0086	<b>INSTALL NEW CULVERTS</b>				
0086AA	24 in. CMP	30	LF	\$ _____.	\$ _____.
0086AB	30 in. CMP	30	LF	\$ _____.	\$ _____.
0086AC	36 in. CMP	30	LF	\$ _____.	\$ _____.
0086AD	24 in. CONCRETE	30	LF	\$ _____.	\$ _____.
0086AE	30 in. CONCRETE	30	LF	\$ _____.	\$ _____.
0086AF	36 in. CONCRETE	30	LF	\$ _____.	\$ _____.
0087	SELECT FILL MATERIAL	1,000	CY	\$ _____.	\$ _____.
0088	RAISE/LOWER UTILITY COVERS	10	EA	\$ _____.	\$ _____.
0089	<b>FENCE</b>				
0089AA	REMOVE AND REPLACE	500	LF	\$ _____.	\$ _____.

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SOUTHERN CALIFORNIA AREA PRICING SCHEDULE  
**SMALL BUSINESS SET ASIDE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0089AB	INSTALL NEW FENCING	500	LF	\$ _____.	\$ _____.
0090	EXCAVATION	2,000	CY	\$ _____.	\$ _____.
0091	<b>EMBANKMENT (IN PLACE)</b>				
0091AA	SOIL EMBANKMENT	7,000	CY	\$ _____.	\$ _____.
0091AB	ROCK EMBANK (A-10 STONE-ASSUME 50 MILE HAUL)	50	TN	\$ _____.	\$ _____.
0091AC	ROCK EMBANK (A-6 STONE-ASSUME 50 MILE HAUL)	100	TN	\$ _____.	\$ _____.
0091AD	ROCK EMBANK (A-4 STONE-ASSUME 50 MILE HAUL)	100	TN	\$ _____.	\$ _____.
0091AE	ROCK EMBANKMENT (A-6 BEDDING STONE- ASSUME 50 MILE HAUL)	200	TN	\$ _____.	\$ _____.
0092	<b>EXCAVATE/DISPOSE/TRANSPORT - UNSUITABLE MATERIAL</b>				
0092AA	EXCAVATION OF UNSUITABLE MATERIAL	700	CY	\$ _____.	\$ _____.
0092AB	HAULING OF UNSUITABLE MATERIAL	700	CY	\$ _____.	\$ _____.
0092AC	LANDFILL DISPOSAL	100	CY	\$ _____.	\$ _____.
0093	FOREIGN OBJECT REMOVAL (FOD)	10	HR	\$ _____.	\$ _____.
0094	<b>FURNISH AND INSTALL ROAD SIGNS</b>				
0094AA	REGULATORY SIGNS (INCL. YIELD, STOP, SPEED, DIRECTIONAL, PARKING, ETC.,)	5	EA	\$ _____.	\$ _____.
0094AB	WARNING SIGNS (INCL. SPEED DIRECTIONAL, GRADES, PED., ETC.)	5	EA	\$ _____.	\$ _____.
0094AC	GUIDE SIGNS (INCL. NAMES, MILEAGE, ROUTES, DIRECTION, AREAS, ETC.)	5	EA	\$ _____.	\$ _____.
0094AD	REMOVE/REPLACE UTILITY SIGNS (BURIED CABLE, ELECTRICAL, ETC.)	5	EA	\$ _____.	\$ _____.
	<b>MILITARY BASES ONLY</b>				

SECTION 00010A  
SUPPLIES OR SERVICES AND PRICES/COSTS  
SOUTHERN CALIFORNIA AREA PRICING SCHEDULE  
**SMALL BUSINESS SET ASIDE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0094AE	FRAMES(2EA)- SQUARE ALUMINUM, (4"X4"X1/4"X7'6")SEAMLESS. ONE SIGN - METAL W/TYPE 1 REFLECTIVE SHEETING (12" X 2")	1	EA	\$ _____ .	\$ _____ .
0094AF	TWO SIGNS - ONE FRAME AS ABOVE	1	EA	\$ _____ .	\$ _____ .
0094AG	THREE SIGNS - ONE FRAME AS ABOVE	1	EA	\$ _____ .	\$ _____ .
0094AH	FOUR SIGNS - ONE FRAME AS ABOVE	1	EA	\$ _____ .	\$ _____ .
0095	<b>LIGHTING - TO INCLUDE STREET AND PARKING LOT</b>				
0095AA	LIGHTING POLE (TO INCLUDE ALUMIN. POLE (40') W/ONE ARM BRACKET, CONCRETE BASE (UP TO 6' DEPTH), WIRE, AND CONDUIT, (5 OR LESS)	2	EA	\$ _____ .	\$ _____ .
0095AB	LIGHTING POLE (TO INCLUDE ALUMIN. POLE (40'), W/ONE ARM BRACKET, CONCRETE BASE (UP TO 6' DEPTH), WIRE, AND CONDUIT (6 OR MORE)	2	EA	\$ _____ .	\$ _____ .
0095AC	SINGLE LUMINAIRE (COBRA STYLE - INSTALLED) (5 OR LESS)	2	EA	\$ _____ .	\$ _____ .
0095AD	SINGLE LUMINAIRE (COBRA STYLE - INSTALLED) (6 OR MORE)	6	EA	\$ _____ .	\$ _____ .
0095AE	DOUBLE LUMINAIRE (INSTALLED) (5 OR LESS)	1	EA	\$ _____ .	\$ _____ .
0095AF	DOUBLE LUMINAIRE (INSTALLED) (6 OR MORE)	6	EA	\$ _____ .	\$ _____ .
0095AG	TRIPLE LUMINAIRE (INSTALLED) (5 OR LESS)	1	EA	\$ _____ .	\$ _____ .
0095AH	TRIPLE LUMINAIRE (INSTALLED) (6 OR MORE)	6	EA	\$ _____ .	\$ _____ .
0096	<b>LANDSCAPING</b>				
0096AA	IRRIGATION PIPE (1" PVC)	200	LF	\$ _____ .	\$ _____ .
0096AB	HYDROSEEDING (LESS THAN 10,000 SF) (ASSUME DESERT MIX)	1,000	SF	\$ _____ .	\$ _____ .
0096AC	HYDROSEEDING (MORE THAN 10,000 SF)	10,000	SF	\$ _____ .	\$ _____ .
0096AD	SPRINKLER HEADS (2-1/2")	25	EA	\$ _____ .	\$ _____ .

SECTION 00010A  
SUPPLIES OR SERVICES AND PRICES/COSTS  
SOUTHERN CALIFORNIA AREA PRICING SCHEDULE  
SMALL BUSINESS SET ASIDE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT MEASURE</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0096AE	CONTROLLERS (MULTI-ZONE, DIGITAL)	2	EA	\$ _____.	\$ _____.
0097	<b>ADDITIONAL WORK - LABOR POOL*</b> Dollar amount per task order not to exceed \$ 20,000. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0097AA	LABOR POOL	2,000	HR	\$ _____.	\$ _____.
0098	<b>ADDITIONAL WORK - EQUIPMENT POOL*</b> Dollar amount per task order not to exceed \$15,000. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0098AA	EQUIPMENT POOL		N/A	N/A	N/A
0099	<b>ADDITIONAL WORK - MATERIAL POOL*</b> Dollar amount not to exceed \$20,000 per task order. Refer to Section 2800 "ADDITIONAL WORK" for clarification.				
0099AA	MATERIAL POOL		N/A	N/A	N/A
<b>TOTAL ESTIMATED AMOUNT FOR OPTION YEAR 2</b>					\$ _____.
<b>(LINE ITEMS 0067 - 0099AA)</b>					
<b>TOTAL ESTIMATED AMOUNT FOR BASE YEAR PLUS OPTION YEARS 1 &amp; 2:</b>					\$ _____.

LEGEND: SY = SQUARE YARD  
 LF = LINEAR FOOT  
 EA = EACH  
 SF = SQUARE FEET  
 HR = LABOR HOURS

\* SEE SECTION 2800

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SECTION 00100

INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>

(End of provision)

2 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF  
SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION  
MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-  
L (AUG 1998)

(a) Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained for a fee by submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(b) Order forms, pricing information, and customer support information may be obtained--

(1) By telephone at (215) 697-2667/2179; or

(2) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

(End of provision)

3 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be /\_\_\_\_\_  
/ DX rated order; /X/ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

4 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

5 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions.

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government

installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late.

"Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time

is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets); and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the

Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

8 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery-Indefinite Quantity contract resulting from this solicitation.

(End of provision)

9 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

10 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT

OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
27% - 29.8% -- High Desert	6.9%
19.7% - Southern California	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or

female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Kern County, Riverside, San Bernardino, Ontario Area, California.

(End of provision)  
(R 7-2003.14(d) 1978 SEP)

11 52.225-13 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS  
UNDER  
TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (MAY  
1997)

(a) Offerors are required to comply with the requirements of Federal Acquisition Regulation (FAR) clause 52.225-15, Buy American Act--Construction Materials Under Trade Agreements Act and North American Free Trade Agreement, of this solicitation. The terms defined in FAR clause 52.225-15 have the same meaning in this provision.

(b) Offerors should request a determination regarding the inapplicability of the Buy American Act in time to allow determination before submission of offers. For evaluation of a request for a determination regarding the inapplicability of the requirements of the Buy American Act prior to the time set for receipt of offers, the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-15 shall be included in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act prior to submission of its offer, or has not received a response to a request made prior to submission of its offer, the information and supporting data shall be included in the offer.

(c) Evaluation of offers.

(1) For evaluation of offers, (unless agency regulations specify a higher percentage) the Government will add to the offered price 6 percent of the cost of any foreign construction material proposed for exception from the requirements of the Buy American Act based on claimed unreasonable cost of domestic construction materials in accordance with paragraph (b)(4)(i) of FAR clause 52.225-15.

(2) If the evaluation of offers results in a tie between an offer including such foreign construction material excepted on the basis of unreasonable cost, as evaluated, and an offer including solely domestic construction material or other foreign construction material, listed in the solicitation at paragraph (b)(3) of FAR clause 52.225-15, or subsequently excepted in accordance with paragraphs (b)(4)(ii) or (iii) of FAR clause 52.225-15, award shall be made to the offeror that submitted the latter offer.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in the solicitation at paragraph (b)(3) of FAR clause 52.225-15, offerors also may submit alternate offers based on use of equivalent domestic construction material.

(2) If alternate offers are submitted, a separate Standard Form 1442 shall be submitted for each alternate offer, and a separate price comparison table, prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-15, shall be submitted for each offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception to apply.

(3) If the Government determines that a particular exception requested

under paragraph (c) of FAR clause 52.225-15 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material.

(i) In sealed bid procurements, any offer based on use of that particular foreign construction material shall be rejected as nonresponsive.

(ii) in negotiated procurements, any offer based on use of that particular foreign construction material may not be accepted unless revised during negotiations.

(End of provision)

12 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Ms. Mary B. Workman  
c/o Maria Cisneros  
911 Wilshire Blvd., Suite 1040  
Los Angeles, CA 90017

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

13 52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

14 52.0-4010 INQUIRIES

Perspective bidders/offerors should submit inquiries related to this solicitation by writing or calling the following (collect calls will not be accepted:

(1) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language) call:

Maria Cisneros  
(213)452-3242

For bid results only, call (213) 452-3235.

(2) All technical questions on the specification or drawings will be submitted in writing to:

Address:

USAED-Los Angeles, Attn: Procurement Branch, P.O. Box 532711, Los Angeles, California 90053-2325, (213)452-4187

(3) Please include the solicitation number, project title and location of project with your questions. Written inquiries must be received by this office not later than 14 calendar days prior to bid opening date/date set for receipt of offers.

(4) Oral explanations or instructions are not binding. Any information given to a bidder/offeror which impacts the bid/offer will be given in the form of a written amendment to the solicitation.

15 52.0-4023 SAFETY REQUIREMENTS

The bidder's attention is directed to the latest version of U.S Army Corps of Engineers Safety and Health Manual, EM 385-1-1, which will be strictly enforced. This publication may be obtained from the US Army Engineer District, Los Angeles, ATTN: Safety Office, P.O. Box 532711, Los Angeles, California 90053-2325.

16 52.1-4009 SUBMISSION OF PROPOSALS

(a) Envelopes containing offers, cost and technical, etc., must be sealed, marked and addressed as follows:

TO: U.S. Army Engineer District, Los Angeles  
ATTN: CESPL-CT-P  
P.O. Box 532711  
Los Angeles, CA 90053-2325  
RFP No. DACA09-99-R-0012

Proposal Due Date: 28 July 1999 at 2:00 PM

(b) Hand carried proposals may be deposited prior to the time and date set for receipt of proposals as follows:

US Army Engineer District, Los Angeles  
911 Wilshire Blvd, Suite 1040  
Los Angeles, California 90017

17 52.209-4501 CONTRACTOR RESPONSIBILITY, PRE-AWARD SURVEY

In order to determine a contractor's responsibility for purposes of contract award in accordance with FAR Part 9, a statement regarding previous experience in performing comparable work, information related to their business organization, financial resources, and/or plant to be used in performing the work is required. After the bid opening, the Government will request this information and set a due date for its submission.

18 52.214-4500 ARITHMETIC DISCREPANCIES EFARS 52.214-5000

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

19 52.214-4583 TELEGRAPHIC BIDS/OFFERS

TELEGRAPHIC BIDS/OFFERS ARE NOT ACCEPTABLE

Any telegram to modify or withdraw a bid/offer sent to this office must be physically delivered to the office designated for receipt of bid/offer by the date and time set for bid opening/receipt of proposals.

No one from this office will be dispatched to the local telegraph office to pick up any telegram for any reason.



20 52.214-4584 FACSIMILE BIDS/OFFERS

Facsimile bids/offers, modifications thereto, or cancellations of bids/offers will not be accepted.

21 52.215-4001 HAND CARRIED PROPOSALS

Hand carried proposals may be deposited in Suite 1040, U.S. Army Engineer District, Los Angeles, 911 Wilshire Blvd, Los Angeles, CA 90017, prior to 2:00 p.m. and the date set for receipt of proposals.

22 52.219-4003 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING

Offerors are cautioned that failure to comply in good faith with the CONTRACT CLAUSE entitled (1) "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns, FAR 52-219-8" and (2) Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, FAR 52.219-9 (Alternate I)," when applicable, will be a material breach of contract. In order to assist prime contractors in developing a source list of Small and Small Disadvantaged Business Concerns, you are encouraged to contact Minority Contractor Associations, the Minority Business Development Agency, and the appropriate General Business Service Centers in your standard Metropolitan Statistical Area, addresses of which may be obtain from:

Write: US Army Engineer District, Los Angeles  
ATTN: CESPL-DD-B  
P.O. Box 532711  
Los Angeles, California 90053-2325  
Telephone: Daniel Hanas  
Small and Disadvantaged Business Utilization  
Specialist  
Area Code (213) 452-3937

23 52.232-4002 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT

1. Reference Federal Acquisition Regulation (FAR) Clause 52.232-33 "Mandatory Information for Electronic Funds Transfer Payment."
2. Payment for any award resulting from this solicitation shall be made by Electronic Funds Transfer (EFT) after 1 June 1999. While EFT is not mandatory at this time, it is highly recommended that the successful bidder provide information to the Disbursing Office as soon as practicable after contract award to allow EFT as it will be required after 1 June 1999.
3. The Deposit Form and Instructions required to process payments for EFT can be found at [http://www.fc.usace.army.mil/Direct/dir\\_d.html](http://www.fc.usace.army.mil/Direct/dir_d.html) or obtained from the Contract Specialist handling this solicitation.
4. A statement will be sent to the vendor detailing the amount and effective date of payments made by direct deposit.
5. All information on a vendor's Direct Deposit will be maintained in each Contracting Office's database; therefore, the Direct Deposit form need only be submitted once for contracts awarded by the Los Angeles District, unless the vendor is using another company name or "Doing Business As" name.  
(End of Provision)

**SECTION 00150**  
**EVALUATION CRITERIA FOR AWARD**

**1. EVALUATION PROCEDURES**

The Government will select the two offers representing the "best value" to the Government based on technical merit, price/cost, and other pertinent factors using the tradeoff process described in FAR 15.101-1 and FAR 15.3. The process permits trade-offs among price/cost and non-cost factors and allows the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. Evaluation will include consideration of technical factors and the offeror's proposed overall price.

**2. INSTRUCTIONS FOR PREPARING TECHNICAL PROPOSALS**

2.1 GENERAL. Each offeror will be required to submit a written technical proposal. The proposal will demonstrate the capability of the offeror to perform and the offeror's understanding of the work described in the solicitation. The proposal should be prepared simply and economically, providing straightforward, concise delineation of capabilities to perform satisfactorily the contract being sought. Small business concerns may compete for both contracts, one (1) for the High Desert Area Office, Lancaster (Unrestricted) and one (1) for the Southern California Area Office, March ARB (Small Business Set-Aside), by submitting supplemental information. The additional information should clearly address, for each technical factor, the offeror's abilities and understanding of the work in consideration of the much larger area covered in the Unrestricted contract and airfield repairs at Edwards AFB.

2.2. Technical Proposal.

2.2.1. Number of copies. The Technical Proposal shall be submitted and marked as one original and five copies.

2.2.2. Format of Technical Proposal. So that the technical evaluation may be accomplished efficiently, the technical evaluation criteria listed in this section should be addressed in order. If supplemental information relative to the criteria is included in another part of the technical proposal, its location must be identified. The proposals are evaluated in direct correspondence to the technical evaluation criteria, which are included at the end of this section. It is in the best interest of the offeror to format their technical proposals in the order of the technical evaluation criteria. If the offeror fails to provide information relating to the criteria or locates the information in another part of the proposal without providing cross references, the offeror runs the risk of having their proposal receive a lower evaluation by the Government evaluators who are unable to locate the appropriate information. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) must not be included in the proposal. So that the evaluation may be accomplished strictly on the technical capability and understanding of the offeror, no dollar amounts or price/cost information for the proposed work are to be included in the technical proposal or the letter transmitting the proposal. The technical and price/cost proposals shall be submitted as two separate documents.

2.2.3. The Technical Proposal should be limited to a maximum of 100 pages and shall include:

(a) Title Page, including the title of the solicitation, solicitation number, name of the offeror, and date of the submittal;

(b) Table of Contents, including a list of tables or exhibits, if applicable.

2.2.4. Page Limitation: (Applicable to Technical Proposal only, does not apply to Price Proposal, Subcontracting Plan). One side of the paper is one page, information on the back and front of one piece of paper will be counted as two pages. Fold out pages (8 ½" X 14" or 11" X 17") may be used and will count for one page if they are used for graphical presentation. Sheets larger than 8 ½" X 11" may not be used for narrative information. Character font and size should be selected for clarity and ease in reading (10 to 12 point fonts, no smaller) for use in this solicitation.

2.2.5. Response to Evaluation factors. Evaluation factors are provided at the end of this Section.

**3. PREPARATION AND EVALUATION OF PRICE/COST PROPOSAL**

3.1. The price/cost proposal shall consist of the following:

3.1.1. The Offer (SF 1442), Certificate of Corporate Principal; Pricing Schedules, Section 00010, pages 0005 - 0025 (Unrestricted bid) and Section 00010A, pages 0026 - 0046 (Small Business Set-Aside bid); duly executed with an original signature by an official authorized to bind the company.

3.1.2. The completed Section 00600 of the solicitation (i.e., Representations, Certifications and Other Statements of Offerors).

3.1.3. Acknowledgment of all amendments to the solicitation in accordance with the instructions on the Standard Form 30 (amendment form), if applicable.

3.1.4. Additional subcontracting plan requirements, if applicable.

3.2. Number of copies. The Government requires one original and one copy of the price/cost proposal.

3.3. The price/cost proposal must be identified as such and submitted as a separate document from the technical proposal. The price/cost proposal shall not contain any technical information that should be submitted with the technical proposal or that would affect the scoring process during technical evaluation.

3.4. Offerors are cautioned to check their Pricing Schedules carefully for errors prior to submission. Since the Pricing Schedules contain unit prices that will be bid by the offeror, they should be extended against the estimated quantities to the ACTUAL AMOUNT (to the penny) AND NOT ROUNDED OFF.

3.5. Should the price/cost proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the offer may be determined to be nonresponsive. If the offeror has any questions related to specific terms and conditions, they should be resolved prior to submission of the offer. Refer to Section 00100, "Inquiries," for point of contact.

#### **4. TECHNICAL AND PRICE/COST PROPOSAL PACKAGING GUIDELINES**

4.1. Please submit only type/printed hard-copy paper documents. Evaluation personnel will not have access to the equipment necessary to review video tapes or any other audio-visual materials.

4.2. Three-ring binders are preferred.

4.3. The following is an alternate method for assembling your proposals: Use press board report covers. Hole-punch all pages and secure using two-part compressed-type fasteners in the center of the left margin. Exceeding the recommended capacity of the fasteners is strongly discouraged due to the extensive handling your proposal will receive.

4.4. The use of plastic multi-hole/spiral binding systems, heat binding systems, or other systems, which do not facilitate the ready insertion of additional pages, is not desired.

4.5. Please ensure that the outside of each separate volume is clearly marked to indicate its contents and the identity of the offeror. Additionally, the original cost/price proposal and the original technical proposal should be clearly indicated on the outside cover.

#### **5. BASIS FOR AWARD**

The Government intends to make award to two responsible offerors, one (1) contract for the High Desert Area Office, Lancaster (Unrestricted) and one (1) contract for the Southern California Area Office, March ARB (Small Business Set-Aside) whose proposals are determined to be the most advantageous to the Government in accordance with the following relationship between price/cost and technical merit:

The technical evaluation factors, when combined, are significantly more important than cost or price. The Government is more concerned with obtaining superior technical, management, quality, and/or past performance features than with making award at the lowest overall price/cost to the Government.

#### **6. EVALUATION OF THE PRICE/COST PROPOSAL**

6.1. Price is of secondary importance to the technical factors. Offers will be evaluated and contracts awarded based upon the "best value" to the Government. In making this determination, the Government is concerned with achieving the most favorable balance among the technical factors and price. The closer the technical ratings of highly acceptable and acceptable proposals are to one another, the greater will be the importance of price in making the award determinations. The

closer the price proposals are to one another, the greater will be the importance of the technical ratings in making the award determination.

6.2. See Section 00700, FAR 52.219-9, for discussion of the method of evaluating the Subcontracting Plan (if one is required) and its effect on award. Subcontracting Plans are evaluated in accordance with AFARS Appendix CC, Subcontracting Plan Evaluation Guide.

6.2.1. In addition to meeting the requirements as to the contents of the Subcontracting Plan, which will be evaluated by the Government for acceptability in accordance with FAR 52.219-9, the Government will also evaluate the offeror's overall subcontracting efforts in the following areas:

Past Performance: The extent to which the prime contractor has historically been successful in complying with the requirements of the clauses at FAR 52.219-8, "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns and FAR 52.219-9, "Small Business and Small Disadvantaged Business Subcontracting Plan," in establishing realistic yet challenging goals, and shows evidence of ability to achieve the goals. [Offerors who have had no prior Department of Defense (DOD) contracts from which to assess past performance will not be penalized.]

The extent to which small; small disadvantaged; and women-owned firms are specifically identified (by name) by the prime contractor.

The extent to which HBCU/MIs; and qualified nonprofit blind and other severely disabled firms are specifically identified (by name) by the prime contractor. A negative reply will not be penalized if this type of subcontractor is not applicable.

The extent of commitment by the prime contractor to use the specifically identified firms, whether as a joint venture, teaming arrangement, or subcontractor.

The complexity and variety of the work small firms are to perform.

The realism of the subcontracting proposal.

The extent of participation of small firms in terms of the value of the total acquisition.

6.2.2. If a Subcontracting Plan is required of the offeror (large business and the contract amount is over \$1,000,000), the offeror must provide, as part of the price/cost proposal, information in addition to the Subcontracting Plan, which addresses ALL of the above additional evaluation criteria.

6.2.3 Information addressing past performance on DoD contracts evidencing achievement of established subcontracting goals will be in the form of Standard Forms 294 and 295, if available.

6.2.4. The evaluation of the Subcontracting Plan and the offeror's overall subcontracting efforts is NOT part of the technical proposal evaluation. It is part of the evaluation of the price/cost proposal and as such, will not be point scored. Small businesses are not required to submit a Subcontracting Plan nor the additional evaluation information; they will NOT be penalized nor their overall evaluation impacted by the Government's evaluation of subcontracting efforts on the part of large businesses. The evaluation of large businesses' overall subcontracting proposals will be part of the "best value" determination by the Government and may be used as a final discriminator when comparing competing large businesses.

## **7. OTHER AWARD FACTORS**

7.1. The Contracting Officer shall consider several factors in the selection process, which are important, but not quantified, such as:

7.1.1. Agreement by the offeror to all general and specific contract provisions and clauses.

7.1.2. Submission of an acceptable Subcontracting Plan, if required, in accordance with the terms and conditions of the solicitation.

7.1.3. Determination of responsibility of the contractor by the Contracting Officer. To determine a contractor's responsibility for purposes of contract award and in accordance with FAR Part 9, the contractor will be required to provide a general statement regarding previous and past performance in performing comparable work, information related to the business organization, and financial resources (see Section 00100, Par. 17, Preaward Survey). The Preaward Survey is a tool used by the Government in determining responsibility of the offeror and is submitted as part

of the Price/Cost proposals and is separate from the technical proposal's response to the technical evaluation criteria. Some of the information required from the offeror for completion of the Preaward Survey and the technical proposal may be duplicative but it is necessary that the information be provided in full in both places and that the Price/Cost Proposal and the Technical Proposal be separate documents.

## **8. EVALUATION CRITERIA FOR TECHNICAL PROPOSALS**

8.1. The evaluation factors and subfactors to be used to determine the merit of technical proposals and the relative weights assigned to the factors and subfactors (if there are any subfactors) are listed below.

8.1.2. The offeror shall provide the following information to demonstrate capability (using available technical experience and resources) to properly handle and execute a task order or several task orders within a construction contract for general roadway repairs and airfield repairs at Edwards AFB (Unrestricted bid only). Offerors responding to the Unrestricted portion of the Pricing Schedule must address both general pavement and airfield repairs; offerors responding to the Small Business Set-Aside portion of the Pricing Schedule need only address general pavement repairs. The major Evaluation Factors and their subfactors are described below. Factor 1 (Past Performance/Quality) is of greatest importance; Factors 2 (Management), 3 (Customer Satisfaction) and 4 (Understanding of Requirements) are of equal importance; Factor 5 (Scheduling) is half as important as Factors 2, 3 and 4; and Factor 6 (Small, Small Disadvantaged and Women Owned Business Participation) is half as important as Factor 5. Proposals must address the evaluation factors in the order shown.

## **9. EVALUATION FACTORS FOR AWARD**

9.1. Award will be made to those responsive, responsible offerors [maximum of two, one (1) for the contract at High Desert (Unrestricted) and one (1) for the contract at Southern California (Small Business Set-Aside)] whose proposals are most advantageous to the Government. Price, technical and other salient factors will be considered. The proposal should demonstrate that the offeror understands the scope, logistics and objectives of the required work. It must also indicate the offeror's capability in carrying out the work described in the specifications. If the offeror intends to use subcontractors in performing significant amounts of the work, then detailed information should also be provided for the subcontractors as called for under the rating factors. Proposals must include sufficiently detailed information to enable evaluation based on the factors listed below. So that the technical evaluation may be accomplished sufficiently, the technical evaluation factors listed below are to be addressed in order. If supplemental information relative to these evaluation factors is included in another part of the technical proposal, its location must be identified.

### **FACTOR 1: PAST PERFORMANCE/QUALITY:**

The offeror shall provide information and identify references on all completed contracts similar in nature to this solicitation's work requirements in the past three (3) years and not use any method to exclude information the Government requires for its evaluation. The Government may contact selected references submitted by the offeror; the Government may also check past performance information obtained from sources other than those identified by the offeror. An offeror with no past performance relevant to this solicitation must so state, and will be given a neutral rating. All relevant facts and circumstances gathered from the offeror's listed references and other sources of the information available to the Government will be used to evaluate the offeror's overall past performance and quality of performance. Confidential customers/clients will not be accepted as references. At no time will the names of the individuals providing reference information on the offeror's past performance be revealed to the offeror or to any other party.

To assist the Government in properly evaluating this Factor, the offeror shall address the following five (5) subfactors, using the above general criteria. All five subfactors are of equal importance.

(1) CONSTRUCTION EXPERIENCE. List all completed contracts using the above criteria. Under each, the offeror will indicate the firm's role in each contract (and percentage of work for which the firm was responsible), whether the offeror was the prime, in a joint venture or subcontractor. All completed projects submitted shall contain the name and address of the customer; whether the customer was a federal, state or local government agency, or private enterprise; name and current telephone numbers of persons in the customer's office who are familiar with the contract and the offeror's performance; two points of contact, (1) one technical and (1) one contractual, including name and current phone and fax numbers for each; the contract number, if applicable, or other types of identification; contract award price; the final contract price; number and dollar amount of modifications initiated by the customer and the number and dollar amount of modifications initiated by the contractor; type of contract or

subcontract (fixed-price, cost reimbursement or T&M); description of work (of the whole or the portion performed by the offeror if it was less than the entire contract); contract performance period with beginning and completion dates; and percentage of work that was subcontracted out by the offeror.

(2) QUALITY OF SERVICE OR PRODUCT AND PAST PERFORMANCE APPRAISALS. For the listed contracts, provide documentation that attests to the offeror's quality of performance. Include copies of formal past performance appraisals or letters from the customers or contracting agencies. The information should address both technical and administrative (e.g., quality of submittals or "front-end" reports) aspects of the contracts, when available. Information should also be provided on the performance of key personnel responsible for quality control and enforcement of health and safety standards. If the Government elects to enter into discussions with those offerors whose technical proposals are determined to be in the competitive range, but who have negative or unsatisfactory past performance evaluations without being given an opportunity to rebut them, then the offeror will be requested to explain the circumstances of these evaluations. If the offeror has not yet had a chance to comment or rebut the negative or unsatisfactory past performance evaluations by others (which will be ascertained by the Government during reference checks), the information will be treated as unconfirmed. The Government will consider the number and severity of an offeror's problems on past contracts. Sheer numbers of confirmed negative comments may not give the offeror an overall rating of less than "Satisfactory". Negative comments in areas that are not of vital importance to the successful completion of this contract may not result in a rating of less than "Satisfactory". Conversely, one or only a few negative confirmed comments in areas of vital importance to successful performance of this contract may render an overall past performance rating less than "Satisfactory".

(3) TIMELINESS OF PERFORMANCE. For each contract listed in this Factor, provide a narrative that describes the conditions, contractual and physical, that affected the contract performance schedule. Indicate the original schedule and any events or conditions that extended the schedule. Describe any delays, such as changes in site conditions, weather, customer change requests, strikes, or vendor product deliveries, and explain how the delays affected the overall contract completion date. The offeror should indicate how the schedule was controlled during construction (computer network system, bar chart, weekly progress reports, etc.) and how any delays affected contract completion. If any of the contracts were completed on time with few or no problems, then so indicate. Also, if any of the contracts were completed ahead of schedule, provide a narrative as to why the work was done early and what the offeror did or experienced to accomplish this. Provide names of key personnel who managed the contracts or who were responsible for the early completion and what they did to accomplish the early completion. For those contracts that may have been terminated through no fault of the offeror, describe the conditions under which the termination was issued and what steps the offeror took to assist the customer or contracting agency in minimizing the termination costs.

(4) ABILITY TO SOLVE COMPLEX CONTRACT PROBLEMS. Within each listed contract, the offeror should provide narratives that address any unusual or challenging problems that occurred before, during or after construction. The offeror should identify the problems, the sequence of events that led to the problems and the corrective actions taken by the offeror to resolve the issues and move on with construction. The offeror should describe the risks taken to ensure the successful completion of the contracts and why the risks were taken in light of the potential failures that could occur. The offeror should describe the actions of other parties who were involved in problem resolution and how the offeror interacted with those parties and ensured that resolution would be achieved. The discussion should describe the roles of both field personnel and the home office of the offeror and the level of authority granted to the field to make decisions for resolving problems of monetary value and technical difficulty.

(5) SUBCONTRACT MANAGEMENT. Offerors shall provide a narrative that describes how subcontracts were managed for the listed contracts. For each contract, list the name of the principle subcontractors (whose contract value exceeded 5 percent of the offeror's contract or subcontract price) and what principle item of work was performed. Describe the techniques used by the offeror to ensure that the subcontractor performed in accordance with the contract plans and specifications. Include topics such as: adherence to schedule; enforcement of health and safety standards; conformance to DOL Wage Determinations for federal work; steps taken to repair or replace non-conforming work; policies on withholding retainage; and policies on making payments to subcontractors to ensure conformance with the Prompt Payment Act. For any situations that involved the removal of a subcontractor for noncompliance with contract terms, describe conditions leading to the removal and steps taken to replace the subcontractor promptly so as not to affect the contract completion or work quality.

For this Factor, the following will also be taken into consideration: the age and relevance of past performance information; the offeror's overall work record; and for any problems identified,

the number, type and severity of the problems and the effectiveness of corrective actions taken on the part of the offeror.

**FACTOR 2: MANAGEMENT ABILITY:**

The offeror shall provide information and describe how the company deals with personnel; develops, coordinates and implements subcontracts; and provides day-to-day supervision of projects. To assist the Government in evaluating this Factor, the offeror shall address the following four (4) subfactors. All subfactors are of equal importance.

(1) STAFF RESUMES AND CHAIN OF COMMAND. Provide current resumes of management and technical staff, include their positions, authorities, and experience and their projected level of involvement with work required in this solicitation. Include an organizational chart that demonstrates how the field technical and supervisory staff interacts with home office personnel and include a chain of command that would be used for resolving problems. If major subcontractors will be used on a regular basis, provide resumes of key personnel and describe how they will interact with your company in managing the work for which they will be responsible.

(2) LABOR RELATIONS AND PERSONNEL POLICIES. Discuss methods used to hire personnel at the operating and administrative levels. Provide information on your company's policies and actual efforts to encourage and train personnel in learning the latest construction techniques and products related to the work described in this solicitation. Describe the incentives used to maintain a stable workforce of highly motivated and productive employees and what has been done to recognize and reward those individuals who have shown exceptional qualities in contributing to the company's success, growth and profits. If the offeror has experienced impacts to contracts from strikes (sanctioned or not) in the past three (3) years, describe the nature of the impacts and what efforts were taken by the offeror to offset or mitigate strikes and their effects.

(3) PROCUREMENT POLICIES. For this subfactor, describe the procedures through which the offeror obtains materials, subcontracts and services. For requisition of materials, outline the methods used by the offeror to assure that the best quality and price are being obtained. For example, if the offeror uses a "favorite" long-term vendor to obtain AR4000 oil for producing asphalt, what steps does the offeror take to assure the quality of the oil? (or, if the offeror procures asphalt from an outside source, how does the offeror assure that the asphalt is of the highest quality?) Describe the procedures the offeror uses to obtain subcontracts, whether they are by limited competition, sole source or other means. Describe the methods the offeror uses to ensure that the subcontract prices are reasonable, such as price analysis or independent estimating on the part of the offeror for price comparison. Provide a discussion on how the offeror obtains services on a recurring basis for work such as ground surveys or asphalt and concrete testing. Describe the steps that are taken to ensure that the services are reliable and that all work done conforms to the latest criteria, standards and contract requirements.

(4) PROJECT SITE SUPERVISION. Describe procedures and policies used to select and hire key site personnel, such as superintendents and CQC system managers. Discuss how selection is accomplished in light of the contract or task order requirements and how the offeror ensures that the individual selected will meet these requirements (e.g., Section 01451, Contractor Quality Control). To augment information provided in Subfactor (1) above, describe how much authority would be given to the superintendent to act in behalf of the company, including but not limited to, signing modifications to task orders, making decisions that affect cost or schedule, arranging for use of equipment, and ordering delivery of materials. For the CQC manager (who could also be the superintendent), describe this person's authorities and relationship to the home office or site manager (if another person). Discuss the latitude that the CQC manager has in performing his/her duties, such as directing the removal of nonconforming work (this could include rejecting asphalt or concrete loads), approving critical submittals and developing pre-final and final punchlists for incomplete or noncompliant work.

**FACTOR 3: CUSTOMER SATISFACTION:**

Provide written support as to the level of satisfaction obtained from the offeror's customers for similar work performed in the past three (3) years. Provide copies of letters of recommendation/appreciation or certificates of appreciation/recommendation from the offeror's customers or contracting agencies for contracts addressed in this Factor. For contracts that may not be addressed in Factors 1 and 2, provide copies of the final past performance appraisal, if available. Government personnel may contact the references listed in this section to obtain or verify the information. The offeror shall address the following topics, at a minimum:

(1) KNOWLEDGE OF CUSTOMER REQUIREMENTS. Describe the offeror's relationships with customers, both government and commercial, in terms of obtaining a complete understanding of the customer's requirements and expectations. Discuss how this understanding is translated into ensuring that the project is completed to meet these requirements, including adherence to the

specifications and maintenance of standards of good workmanship. Discuss your policy of improving company processes that result in product quality improvement for meeting customer expectations. Provide specific examples with discussion of company process improvements.

(2) SCHEDULE ADHERENCE. Describe the offeror's management methodology and process to assure schedule adherence, timely contract data requirement delivery, responsiveness to contract changes, customer communications and requests, and contract completion (from both production and administration perspectives). Describe data collection techniques for use in the identification of improvements in schedule adherence. Provide examples with discussion of instances where the company has made process improvements.

(3) REASONABLE AND COOPERATIVE BEHAVIOR. Describe the offeror's mechanisms for handling customer complaints, coming to resolution and utilizing this information to develop and implement quality improvements. Describe the offeror's mechanisms for problem solving and cooperative resolution of unforeseeable impediments or obstacles (such as change in customer's requirements) to performance of work requirements after award of the task order. Describe policies used to assure that the offeror's task order change cost estimates are reasonable as submitted for negotiation. Provide examples identifying instances of successful problem resolution and reasonableness of pricing.

(4) COMMITMENT TO CUSTOMER SATISFACTION AND BUSINESS-LIKE CONCERN FOR CUSTOMER'S INTEREST. Each offeror will describe senior-level management/leadership's involvement in developing and implementing a philosophy and/or vision which makes customer satisfaction a primary objective of the firm. Discussion will also address senior-level management/leadership actions for monitoring customer satisfaction and the firm's approach for continually making improvement in their product and/or service. Provide examples of customers' satisfaction/dissatisfaction with action taken by the company (include copies of letters, if possible) and copies of offeror's memoranda/letters identifying the actions taken by senior-level management/leadership in process improvements in the delivery of products and/or services.

#### **FACTOR 4: UNDERSTANDING OF REQUIREMENTS:**

Demonstrate offeror's understanding of all technical and administrative aspects of the work required in this solicitation. A statement simply attesting to this understanding will receive a zero score for this Factor. Offerors shall respond to this Factor by preparing a narrative describing their understanding of the contract requirements, which shall address, at a minimum: the most significant work items in the Pricing Schedules, Section 00010; administrative requirements found in Sections 00100 and 000800; and the Technical Specifications, including General Requirements. For example, as a part of the narrative, the offeror could address all preparatory and procedural requirements necessary to assure the successful laydown of asphaltic concrete in conformance with Section 02741. Proposers responding to the Unrestricted contract portion of the solicitation should also ensure that they address the relevant aspects of airfield repairs as shown in the Pricing Schedule and technical specifications.

#### **FACTOR 5: SCHEDULING:**

Demonstrate the ability to schedule work based on a periodic or multiple issuance of task orders. Offerors shall respond to this Factor by preparing a narrative, bar chart or combination thereof that portrays all salient critical work elements that would affect the performance schedule in a task order. The narrative should address the administrative (e.g., submittals, clearances, public notifications, etc.) as well as the constructive aspects of the task order.

#### **FACTOR 6: SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS PARTICIPATION**

The Offeror(s) shall provide a narrative discussion of proposed subcontracting to: small, small disadvantaged, and women-owned small businesses; historically black colleges and universities (HBCU) or minority institutions (MI); and qualified nonprofit blind and other severely disabled firms. A negative reply will not be penalized if these types of subcontractors are not applicable. In addition, small businesses responding to this Factor shall identify themselves as such. DO NOT INCLUDE THE SUBCONTRACTING PLAN AS YOUR RESPONSE TO THIS FACTOR. Also, DO NOT simply provide a statement of cross-reference to the Subcontracting Plan, which is provided as part of the offer (Price/Cost Proposal). The offeror shall discuss the following:

(1) The extent to which small, small disadvantaged, women-owned, HBCU/MI's, and qualified nonprofit blind and other severely disabled firms are specifically identified (by name) by the prime; the extent of commitment by the prime to use specifically identified firms, whether as a joint venture, teaming arrangement, or subcontractor; and the complexity and variety of the work the identified firms are to perform.

(2) Subcontracting Past Performance: The extent to which the prime has historically been successful in complying with the requirements of the clauses at FAR 52.219-8, Utilization of



Small Business Concerns and Small, Disadvantaged Business Concerns, and FAR 52.219-9, Small and Small Disadvantaged Business Subcontracting Plan, in establishing realistic yet challenging goals, and shows evidence of ability to achieve goals. Information addressing past performance on DoD contracts evidencing achievement of established subcontracting goals will be in the form of copies of Standard Forms 294 and 295. Again, this information is separate from that which will be required for the Price/Cost Proposal. Do not cross-reference or include the subcontracting plan as your response to this portion of the Technical Proposal. (Offerors who have had no prior DoD contracts from which to assess past performance will not be penalized).

(3) The extent of participation of small firms contemplated to be used as a percentage of the value of the total acquisition (Base plus two Option Years).

Small businesses are not required to submit a discussion of this Factor; non-responses will receive a neutral score accordingly. However, small businesses may respond, particularly if they have utilized the above resources, have contributed or mentored other small business concerns, or plan to utilize them for this solicitation. Their response may result in a higher score for this Factor.

9.2. Selection and Award Without Discussions. It is the intent of the Government to make award based upon initial offers, without further discussions or additional information. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. If award is not made on initial offers, discussions will be conducted as described below.

9.3. Competitive Range. After initial evaluation of proposals and it is determined that discussions are to be conducted, the Contracting Officer will establish a competitive range comprised of the most highly rated proposals, unless the range is further reduced for purposes of efficiency (e.g., it may be determined that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted). Discussions may be held with firms in the competitive range.

9.4. Discussions. The Government may conduct written or oral (telephonic) discussions with all offerors in the competitive range. As a result of discussions, offerors may make revisions to their initial offers. If an offeror's proposal is eliminated or otherwise removed from the competitive range during discussions, no further revisions to that offeror's proposal will be accepted or considered. Discussions will result in a request for Final Proposal Revisions, the date and time of which will be common to all offerors.

9.5. Selection and Award. The Government intends to make award based on initial offers. If discussions are conducted, then after receipt of Final Proposal Revisions, the Government will evaluate supplemental information provided by the offerors. Selection will be made on the basis of the responsible offerors, one (1) for High Desert (Unrestricted) and one (1) for Southern California (Small Business Set-Aside) which conform to the RFP and represents the "best value" to the Government.

#### **10. PROPOSAL EXPENSES AND PREAWARD COSTS.**

This RFP does not commit the Government to pay any costs incurred in the preparation and submission of the initial and any subsequent proposals or for any other costs incurred prior to execution of the formal contracts.

-- END OF SECTION 00150 --

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SECTION 00600

REPRESENTATIONS & CERTIFICATIONS

1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [ ] is, [ ] is not a women-owned business concern.

(End of provision)

5 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND  
OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are / / are not / / presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have / / have not / /, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are / / are not / / presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has / / has not / /, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

7 52.219-1 I SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)--ALTERNATE I

(OCT 1998)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 1611

(2) The small business size standard is \$17,000,000.00

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

\_\_\_Black American.

\_\_\_Hispanic American.

\_\_\_Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_Individual/concern, other than one of the preceding.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

8 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS  
COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror [ ] is, [ ] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
____50 or fewer	____\$1 million or less
____51-100	____\$1,000,001-\$2 million
____101-250	____\$2,000,001-\$3.5 million
____251-500	____\$3,500,001-\$5 million

_____501-750		_____ \$5,000,001-\$10 million
_____751-1,000		_____ \$10,000,001-\$17 million
_____Over 1,000		_____Over \$17 million

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(End of provision)

9 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

11 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is ☐ is not ☐ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of provision)

(AV 7-2003.71 1977 JUN)

(AV 1-1.2302-1)

12 52.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting



Officer to request one from the Defense Logistics Services Center (DLSC).  
The Contracting Officer will--

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
  - (2) Complete section A and forward the form to DLSC; and
  - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.  
(End of provision)

13      52.209-7001      DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST  
COUNTRY (MAR 1998)

(a) Definitions.

As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest;  
and

(2) A description of the significant interest held by each government.  
(End of provision)

14      52.247-7022      REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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SECTION 00700

CONTRACT CLAUSES

1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far>  
<http://farsite.hill.af.mil>  
<http://www.dtic.mil/dfars>  
(End of clause)

2 52.202-1 I DEFINITIONS (OCT 1995)--ALTERNATE I (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Component means any item supplied to the Federal Government as part of an end item or of another component.

(d) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

3 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2)

is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

(R 7-104.16 1952 MAR)

4 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

(R 7-103.20 1958 JAN)

(R 1-1.503)

(R 1-7.102-18)

5 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime

contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

6      52.203-8              CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER  
ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of



any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract,

grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of

a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or

unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

9 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

10 52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

(End of clause)

11 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS  
DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interest. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor

notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

12 52.215-2 AUDIT AND RECORDS--NEGOTIATION (AUG 1996)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract.

In addition--

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and

(2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (a), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

- (1) That are cost-reimbursement, incentive, time-and-materials,

labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

13 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS

(OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be

understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

14 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

15 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999)

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of

the Contractor's compliance with this clause.

(c) Definitions. As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals means a small business concern that represents, as part of its offer, that it meets the definition of a small disadvantaged business concern in 13 CFR 124.1002.

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women; and

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

(End of clause)

16 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plans means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business



concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to HUBZone small business concerns;

(iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(v) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) HUBZone small business concerns;

(iii) Small disadvantaged business concerns; and

(iv) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the list of certified small disadvantaged business concerns of the SBA, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small and women-owned small business source list. A firm shall rely on the information contained in SBA's list of small disadvantaged business concerns as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small disadvantaged business source list. Use of PRO-Net and/or the SBA list of small disadvantaged business concerns as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns;

(ii) HUBZone small business concerns;

(iii) Small disadvantaged business concerns; and

(iv) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether HUBZone small business concerns were solicited and, if not, why not;

(C) Whether small disadvantaged business concerns were solicited and, if not, why not;

(D) Whether women-owned small business concerns were solicited and, if not, why not; and

(E) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations; and

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and

remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

(End of clause)

17 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the

Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

18 52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

19 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION

(JUL 1995)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation

(FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000, the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

(End of clause)

20 52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions

made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(iv) With respect to helpers, such a classification prevails in the area in which the work is performed.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account

assets for the meeting of obligations under the plan or program.  
(End of clause)

21 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.  
(End of clause)

22 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than

permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

23 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable



program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

24 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

25 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination--Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

26 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

27 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

28 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees of their representatives.

(End of clause)

29 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

30 52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

31 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions.

"Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female

recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices job classifications, work assignments, and other personnel practices do not have a discriminatory

effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed.

Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

32      52.222-35      AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM  
ERA (APR 1998)

(a) Definitions. As used in this clause--

"All employment openings" includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

"Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of

\$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

33 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;



(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

34 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE  
VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date:

(1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment

Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

35 52.223-2 CLEAN AIR AND WATER (APR 1984)

(a) "Air Act", as used in this clause, means the Clean Air Act (42 U.S.C. 7401, et seq.).

"Clean air standards," as used in this clause, means--

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the EPA or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with--

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the EPA, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the EPA determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251, et seq.).

(b) The Contractor agrees--

(1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being

performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

(End of clause)

(R 7-103.29 1975 OCT)

(R 1-1.2302)

36 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Data Safety Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(End of clause)

37 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause--

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued

employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency, and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

38 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulation (FAR); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a

Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

39 52.225-5 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JUN 1997)

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material.

"Components," means those articles, materials, and supplies incorporated directly into construction materials.

"Construction materials," means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Domestic construction material," means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

(b)(1) The Buy American Act (41 U.S.C. 10a-10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the excepted construction material or components listed by the Government as follows:  
%%Insert list of applicable accepted materials or indicate "none"

(3) Other foreign construction material may be added to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(4) The Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(2) of this clause.

(c) Request for determination. (1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each

submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(i) of this clause.

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) +
Item 1:			
Foreign construction material.....	.....	.....	.....
Domestic construction material.....	.....	.....	.....
Item 2:			
Foreign construction material.....	.....	.....	.....
Domestic construction material.....	.....	.....	.....

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

+ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

(End of clause)

40 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)

(a) Unless advance written approval of the Contracting Officer is obtained, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States by Executive order or regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries include Cuba, Iran, Iraq, Libya, North Korea, and Sudan.

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the Government of Iraq.

(c) The Contractor agrees to insert the provisions of this clause, including this paragraph (c), in all subcontracts hereunder.

(End of clause)

41 52.225-15 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (JUN 1997)

(a) Definitions. As used in this clause--

"Components" means those articles, materials, and supplies incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to

the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Designated country construction material" means a construction material that (a) is wholly the growth, product, or manufacture of a designated country (as defined at FAR 25.401), or (b) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"Domestic construction material" means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

"North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.

"NAFTA country construction material" means a construction material that (a) is wholly the growth, product, or manufacture of a NAFTA country, or (b) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

(b)(1) The Buy American Act (41 U.S.C. 10a--10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2), (b)(3), and (b)(4) of this clause.

(2) The Trade Agreements Act and the North American Free Trade Agreement (NAFTA) provide that designated country and NAFTA country construction materials are exempted from application of the Buy American Act.

(3) The requirement in paragraph (b)(1) of this clause does not apply to the excepted construction material or components listed by the Government as follows:

%%Insert list of applicable accepted materials or indicate "none"

(4) Other foreign construction material may be added to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(5) The Contractor agrees that only domestic construction materials, NAFTA country construction materials, or designated country construction materials will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(3) of this clause.

(c) Request for determination.

(1) Contractors requesting to use foreign construction material under paragraph (b)(4) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed





subcontract or by the failure to award a subcontract.

(c) The Contractor agrees to use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer shall refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW, MS-334A-SIB, Washington, DC 20245. The BIA will determine the eligibility and notify the Contracting Officer. The 5 percent incentive payment will not be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the equitable adjustment to the prime contract shall be 5 percent of the estimated cost, target cost or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(d) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, shall authorize an incentive payment of 5 percent of the amount paid to the subcontractor. Contracting Officers shall seek funding in accordance with agency procedures. The Contracting Officer's decision is final and not subject to the Disputes clause of this contract.

(End of clause)

43 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

44 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  
(AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

(End of clause)

45 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)  
(R 7-602.16 1964 JUN)

46 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

47 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1)

for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

48 52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

49 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

50      52.229-5            TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR  
1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

(AV 7-103.10(c) 1963 NOV)

(AV 1-11.401-3(a))

51      52.232-5            PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete

paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government

arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52      52.232-17      INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

53      52.232-23      ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

54      52.232-27      PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services

performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in



invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty.

(i) A penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for

disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the \_\_\_\_\_ day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment

request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports--

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(End of clause)

55 52.233-1 DISPUTES (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification

specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

56 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final

payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

57 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

58 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing

the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

59      52.236-5            MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

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60      52.236-6            SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

61      52.236-7            PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

62 52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

63 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

64 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

65 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any



completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

66 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

67 52.236-13 I ACCIDENT PREVENTION (NOV 1991)--ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall--

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

68 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

69 52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

(R 7-604.3 1965 JAN)

70 52.236-21 I SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)--ALTERNATE I  
(APR 1984)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access

thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted.

(End of clause)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to

attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

72 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

73 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

74 52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances,

and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

75 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the

Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

76 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any

additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

77 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit



of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

(R 7-604.4 1976 JUL)

78 52.248-3 I VALUE ENGINEERING--CONSTRUCTION (MAR 1989)--ALTERNATE I (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and  
(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including

any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing. (1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(h) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract \_\_\_\_\_, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

79 52.249-2 I TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)--

ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement

for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1 year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (1) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (1),

respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

80 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if-

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Contractor in the

performance of a contract with the Government, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

81 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

(R 7-105.1(a) 1949 JUL)

82 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any \_\_\_\_\_ (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

(NM)

83 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

84 52.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative

functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

85 52.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER  
DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions.

As used in this clause--

(1) "Arising out of a contract with the DoD" means any act in connection with--

(i) Attempting to obtain;

(ii) Obtaining; or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense Contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the Contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as--

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify--

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors

may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

86 52.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

87 52.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime Contractor to the Contracting Officer.

(End of clause)

88 52.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the Contractor.

(End of clause)

89 52.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450(c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)



90 52.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE  
INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

91 52.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING  
PLAN (DoD CONTRACTS) (APR 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(1) Protege firms which are qualified organizations employing the severely handicapped; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

(APR 1993)

(a) The Contractor shall give Government employees, who have been or will be adversely affected by closure of the military installation where this contract will be performed, the right of first refusal for employment openings under the contract. This right applies to positions for which the employee is qualified, if consistent with post-Government employment conflict of interest standards.

(b) Government personnel seeking preference under this clause shall provide the Contractor with evidence of eligibility from the Government personnel office.

(End of clause)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, the efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of Subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11

1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing programs shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

94 52.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) Definitions. As used in this clause--

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602)(40 CFR Part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

95 52.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JAN 1999)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico--

(1) Food;

(2) Clothing;

(3) Tents, tarpaulins, or covers;

(4) Cotton and other natural fiber products;

(5) Woven silk or woven silk blends;

(6) Spun silk yarn for cartridge cloth;

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;

(8) Canvas products;

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply--

(1) To supplies listed in FAR 25.108(d)(1), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;

(3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement;

(4) To purchase of fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but not the purchase of the synthetic or coated synthetic fabric itself), if such fabric is to be used as a component of an end item that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

- (i) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
- (ii) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
- (iii) Upholstered seats (whether for household, office, or other use); and
- (iv) Parachutes (Federal Supply Class 1670); or

(5) To purchases of articles containing para-aramid fibers and yarns manufactured in a country listed in subsection 225.872-1 of the Defense FAR Supplement, if the Secretary of Defense makes a determination for such purchases in accordance with Section 807 of Pub. L. 105-261.

(End of clause)

96 52.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions.

As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

97 52.227-7000 NON-ESTOPPEL (OCT 1966)

The Government reserves the right at any time to contest the enforceability, validity, scope of, or the title to any patent or patent application herein licensed without waiving or forfeiting any right under this contract.

(End of clause)

98 52.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

99 52.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (MAR 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of clause)

100 52.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

(End of clause)

101 52.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with Part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with Part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

102 52.236-7000 MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown--

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for--

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

(End of clause)

103 52.236-7008 CONTRACT PRICES--BIDDING SCHEDULES (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for--

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or

not specifically listed in the Bidding Schedule.  
(End of provision)

104 52.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.  
(End of clause)

105 52.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply.  
(End of clause)

106 52.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

---

(Official's Name)

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(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

- (1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to--

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustment under an incentive provision of the contract.

(End of clause)

107 52.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the

Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

(End of clause)

END OF SECTION 00700

SECTION 00750  
RATE OF WAGES  
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## SECTION 00750

## RATE OF WAGES

General Decision Number CA990033

General Decision Number CA990033  
Superseded General Decision No. CA980033

State: California

Construction Type:

BUILDING

DREDGING

HEAVY

HIGHWAY

County(ies):

LOS ANGELES

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not  
include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does  
not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/1999
1	04/16/1999
2	05/28/1999
3	06/04/1999

COUNTY(ies):

LOS ANGELES

ASBE0005B 09/21/1997

	Rates	Fringes
INSULATOR/ASBESTOS WORKER Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	28.21	7.53

ASBE0208B 06/01/1996

	Rates	Fringes
ASBESTOS REMOVAL WORKER/ HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not	19.70	4.81

BOIL0092F 10/01/1998

	Rates	Fringes
BOILERMAKER	28.81	9.81
TUBE WELDER	30.31	9.81

BRCA0004A 05/01/1997

	Rates	Fringes
KERN, LOS ANGELES, ORANGE, RIVERSIDE AND SAN BERNARDINO COUNTIES: BRICKLAYER; MARBLE SETTER	25.75	6.35

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## SECTION 00750

## RATE OF WAGES

BRCA0018H 06/01/1996		
	Rates	Fringes
TILE SETTER	22.84	3.95
-----		
BRCA0018K 06/01/1996		
	Rates	Fringes
TERRAZZO WORKER	25.97	4.15
TERRAZZO FINISHER	20.16	4.15
-----		
* CARP0002A 07/01/1998		
	Rates	Fringes
CARPENTERS:		
Carpenter, cabinet installer,		
insulation installer, floor		
worker and acoustical installer	24.75	6.28
Shingler	24.88	6.28
Roof loader of shingles	17.42	6.28
Saw filer	24.83	6.28
Table power saw operator	24.85	6.28
Pneumatic nailer or power stapler	25.00	6.28
Fence builder	22.30	6.28
Millwright	25.25	6.28
Pile driver; Derrick barge;		
Bridge or dock carpenter;		
Cable splicer; Heavy framer;		
Rockslinger	24.88	6.28
Head rockslinger	24.98	6.28
Rock barge or scow	24.78	6.28
Scaffold builder	19.00	6.28
FOOTNOTE:		
Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.		
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CARP0002B 07/01/1998		
	Rates	Fringes
DIVERS:		
Diver, wet	54.76	6.28
Diver, stand-by	27.38	6.28
Diver tender	26.38	6.28
-----		
CARP0002Q 07/01/1998		
	Rates	Fringes
DRYWALL INSTALLERS:		
Work on wood-framed apartment		
buildings over 4 stories	19.00	6.28
All other work	24.75	6.28
DRYWALL STOCKER/SCRAPPER	10.00	4.27
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CARP0003H 07/01/1998		
	Rates	Fringes
MODULAR FURNITURE INSTALLER	12.00	4.05
LOW WALL MODULAR TECHNICIAN	16.72	4.05
FULL WALL TECHNICIAN	21.00	4.05
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## SECTION 00750

## RATE OF WAGES

ELEC0011A 02/01/1999

	Rates	Fringes
ELECTRICIANS:		
Tunnel Work:		
Electrician	30.31	3% + 9.94
Cable splicer; welder; instrumentation person; and fiber optic cable splicer	30.91	3% + 9.94
All other electrical work including work on the building and the grounding/bonding system for intelligent transportation systems and intelligent vehicle highway systems, including distribution panels, racks, switching systems, general lighting, convenience outlets for transformers of voltage, and device supply voltage:		
Electrician	27.55	3% + 9.94
Cable splicer; welder; instrumentation person; and fiber optic cable splicer	28.15	3% + 9.94
All other electrical work on intelligent transportation systems and CCTV highway systems:		
Transportation Systems		
Electrician	27.55	3% + 9.94
Cable splicer; welder; and fiber optic cable splicer	28.15	3% + 9.94
Technician	20.66	3% + 9.94

## SCOPE OF WORK:

## TRANSPORTATION SYSTEMS:

## ELECTRICIAN:

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers, pedestal-mounted electrical meter enclosures and laying of pre-assembled multi-conductor cable in ducts, layout of electrical systems and communication installation, including proper position of trench depths and radius at duct banks, location for man holes, pull boxes, street lights and traffic signals. Installation of underground ducts for electrical, telephone, cable television and communication systems. Pulling, termination and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/cable.

## TECHNICIAN:

Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including

interconnect, detector loop, fiber optic cable and video/data.  
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ELEC0011B 02/15/1999

	Rates	Fringes
DACA09-99-R-0012		

# SECTION 00750

## RATE OF WAGES

### LINE CONSTRUCTION:

Line technician	27.55	3% + 9.94
Cable splicer	28.15	3% + 9.94
Ground person	16.53	3% + 9.94

ELEC0011H 12/01/1998

Rates

Fringes

### COMMUNICATIONS AND SYSTEMS WORK:

(does not include any work on intelligent transportation systems or CCTV highway systems):

### COMMUNICATIONS & SYSTEMS:

Installer	19.43	3% + 3.70
Technician	21.18	3% + 3.70
Sound technician	22.18	3% + 3.70

### SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0011J 09/01/1998

Rates

Fringes

### ALARM TECHNICIAN

17.60

3%

### PAID HOLIDAYS:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, the last regularly scheduled working day before Christmas, Christmas Day, and two floating holidays by mutual agreement between the employer and the worker.

### SCOPE OF WORK:

Fire alarm, hold-up alarm, burglar alarm and surveillance systems. Does not cover the installation of conduit systems and/or the installation of line voltage to these aforesaid systems. Installation of an incidental run or runs of conduit for mechanical protection shall not be considered a conduit system.

\* ELEC1245C 06/02/1999

Rates

Fringes

### OUTSIDE UTILITY TRANSMISSION WORK:

Line worker; Cable splicer	30.39	4.5%+6.78
Powder worker	28.87	4.5%+6.54
Ground person	19.75	4.5%+6.50

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## SECTION 00750

## RATE OF WAGES

Line worker, welding	31.91	4.5%+7.02
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## SCOPE OF WORK:

All outside work on electrical transmission lines, switchyards and substations, and outside work in electrical utility distribution systems owned, maintained and operated by electrical utility companies, municipalities, or governmental agencies.

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ELEV0018A 09/15/1998

	Rates	Fringes
ELEVATOR MECHANIC	31.025	6.675

## FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

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\* ENGI0012C 07/01/1998

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	25.05	10.15
GROUP 2	25.83	10.15
GROUP 3	26.12	10.15
GROUP 4	26.51	10.15
GROUP 5	27.61	10.15
GROUP 6	26.73	10.15
GROUP 7	26.84	10.15
GROUP 8	27.94	10.15
GROUP 9	26.96	10.15
GROUP 10	28.06	10.15
GROUP 11	27.13	10.15
GROUP 12	27.23	10.15
GROUP 13	27.26	10.15
GROUP 14	27.34	10.15
GROUP 15	27.46	10.15
GROUP 16	27.63	10.15
GROUP 17	27.73	10.15
GROUP 18	27.84	10.15
GROUP 19	27.96	10.15
GROUP 20	28.13	10.15
GROUP 21	28.23	10.15
GROUP 22	28.34	10.15
GROUP 23	28.46	10.15
GROUP 24	28.63	10.15

## CRANES, PILEDRIVING &amp; HOISTING EQUIPMENT:

GROUP 1	25.30	10.15
GROUP 2	26.08	10.15
GROUP 3	26.37	10.15
GROUP 4	26.51	10.15
GROUP 5	26.73	10.15
GROUP 6	26.84	10.15
GROUP 7	26.96	10.15
GROUP 8	27.13	10.15
GROUP 9	27.30	10.15
GROUP 10	28.30	10.15
GROUP 11	29.30	10.15
GROUP 12	30.30	10.15
GROUP 13	31.30	10.15

## TUNNEL WORK:

GROUP 1	26.58	10.15
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## SECTION 00750

	RATE OF WAGES	
GROUP 2	26.87	10.15
GROUP 3	27.01	10.15
GROUP 4	27.23	10.15
GROUP 5	27.34	10.15
GROUP 6	27.46	10.15
GROUP 7	27.76	10.15

### FOOTNOTES:

Combination Mixer and Compressor Operator on gunite work shall be classified as a Concrete Mobile Mixer Operator.

Workers required to suit up and work in a hazardous material environment: \$1.00 per hour additional.

### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Barge, brake, compressor operator, Ditch Witch, with seat or similar type equipment, elevator operator - inside, engineer oiler, generator operator, generator, pump or compressor plant operator, pump operator, signal, switch

GROUP 2: Asphalt-rubber plant operator (nurse tank operator), concrete mixer operator - skip type, conveyor operator, fire person, hydrostatic pump operator, oiler crusher (asphalt or concrete plant), skiploader (wheel type up to 3/4 yd. without attachment), tar pot fire person, temporary heating plant operator, trenching machine oiler

GROUP 3: Asphalt-rubber blend operator, equipment greaser (rack) Ford Ferguson (with dragtype attachments), helicopter radio (ground), stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fire person, backhoe operator (mini-max or similar type), boring machine operator, box or mixer (asphalt or concrete), chip spreading machine operator, concrete cleaning decontamination machine operator, concrete pump operator (small portable), drilling machine operator, small auger types (Texoma super economical or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum), equipment greaser (grease truck), guard rail post driver operator, highline cableway signal, hydra-hammer-aero stomper, power concrete curing machine operator, power concrete saw operator, power-driven jumbo form setter operator, power sweeper operator, roller operator (compacting), screed operator (asphalt or concrete), trenching machine operator (up to 6 ft.)

GROUP 5: Equipment greaser (grease truck/multi-shift)

GROUP 6: Asphalt plant engineer, batch plant operator, bit sharpener, concrete joint machine operator (canal and similar type), concrete planer operator, deck engine operator, derrick (oilfield type), drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum), drilling machine operator (including water wells incidental to building, heavy or highway construction), hydrographic seeder machine operator (straw, pump or seed), Jackson track maintainer, or similar type, Kalamazoo switch tamper, or similar type, machine tool operator, Maginnis internal full slab vibrator, mechanical berm, curb or gutter (concrete or asphalt), mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar), pavement breaker operator (truck mounted), road oil mixing machine operator, roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck), self-propelled tar pipelining machine operator, skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.), slip form pump operator (power driven hydraulic

## SECTION 00750

### RATE OF WAGES

lifting device for concrete forms), tractor operator - bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types), tugger hoist operator (1 drum), ultra high pressure waterjet cutting tool system operator, vacuum blasting machine operator

GROUP 7: Asphalt or concrete spreading operator (tamping or finishing), asphalt paving machine operator (Barber Greene or similar type), asphalt-rubber distribution operator, backhoe operator (up to and including 3/4 yd.), small Ford, Case or similar, cast-in-place pipe laying machine operator, combination mixer and compressor operator (gunite work), compactor operator (self-propelled), concrete mixer operator (paving), crushing plant operator, drill doctor, drilling machine operator, bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or

similar types - drilling depth of 60' maximum), elevating grader operator, grade checker, gradall operator, grouting machine operator, heavy-duty repair person, heavy equipment robotics operator, Kalamazoo balliste regulator or similar type, Kolman belt loader and similar type, Le Tourneau blob compactor or similar type, loader operator (Athey, Euclid, Sierra and similar types), pneumatic concrete placing machine operator (Hackley-Presswell or similar type), pumpcrete gun operator, rotary drill operator (excluding caisson type), rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck), rubber-tired scraper operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit), self-propelled curb and gutter machine operator, skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.), soil remediation plant operator, surface heaters and planer operator, tractor compressor drill combination operator, tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - bulldozer, tamper, scraper and push tractor single engine), tractor operator (boom attachments), traveling pipe wrapping, cleaning and bending machine operator, trenching machine operator (over 6 ft. depth capacity, manufacturer's rating), ultra high pressure waterjet cutting tool system mechanic

GROUP 8: Heavy-duty repair person (multi-shift)

GROUP 9: Drilling machine operator, bucket or auger types (Calweld 200 B bucket or similar types - Watson 3000 or 5000 auger or similar types - Texoma 900 auger or similar types - drilling depth of 105' maximum), dual drum mixer, dynamic compactor LDC350 (or similar types), heavy-duty repair-welder combination, monorail locomotive operator (diesel, gas or electric), motor patrol - blade operator (single engine), multiple engine tractor operator (Euclid and similar type - except Quad 9 cat.), rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), tower crane repair person, tractor loader operator (crawler and wheel type over 6-1/2 yds.), Woods mixer operator (and similar Pugmill equipment)

GROUP 10: Heavy-duty repair-welder combination (multi-shift)

GROUP 11: Auto grader operator, automatic slip form operator, drilling machine operator, bucket or auger types (Calweld, auger

## SECTION 00750

### RATE OF WAGES

200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum), hoe ram or similar with compressor, mass excavator operator, mechanical finishing machine operator, mobile form traveler operator, motor patrol operator (multi-engine), pipe mobile machine operator, rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type,

over 50 cu. yds. struck), rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 12: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 13: Canal liner operator, canal trimmer operator, remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional), wheel excavator operator

GROUP 14: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine - up to and including 25 yds. struck)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck), tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 17: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 18: Rotex concrete belt operator (or similar types), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 19: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine,

Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds.



## SECTION 00750

### RATE OF WAGES

struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 24: Concrete pump operator - truck mounted, rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist operator; Polar gantry crane operator; Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds. mrc)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist

## SECTION 00750

### RATE OF WAGES

operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinky locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy-duty repair/welder combination

GROUP 7: Tunnel mole boring machine operator

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ENGI0012D 08/01/1998

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
DREDGING:		
Lever person	30.75	10.15
Dozer operator	27.28	10.15
Welder; Deckmate	27.17	10.15

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## SECTION 00750

## RATE OF WAGES

Winch operator (stern winch on dredge)	26.62	10.15
Fire person - oiler; Leveehand; Deckhand; Barge person	26.08	10.15
Barge mate	26.69	10.15

\* IRON0002D 07/01/1998

	Rates	Fringes
IRONWORKERS:		
Fence erector	22.79	13.17
Ornamental, reinforcing and structural	23.68	13.17

## FOOTNOTE:

Work at Edwards Air Force Base: \$3.00 per hour additional.

LABO0001B 07/01/1998

	Rates	Fringes
BRICK TENDER	18.08	9.34

LABO0002H 07/01/1998

	Rates	Fringes
LABORERS:		
GROUP 1	17.83	9.39
GROUP 2	18.23	9.39
GROUP 3	18.43	9.39
GROUP 4	19.48	9.39
GROUP 5	19.68	9.39

## TUNNEL LABORERS:

GROUP 1	20.74	9.39
GROUP 2	20.86	9.39
GROUP 3	21.02	9.39
GROUP 4	21.30	9.39

## GUNITE LABORERS:

GROUP 1	20.86	11.02
GROUP 2	19.91	11.02
GROUP 3	16.40	11.02

## HOUSEMOVERS (ONLY WHERE HOUSEMOVING IS INCIDENTAL TO A CONSTRUCTION CONTRACT):

Housemover	15.50	8.38
Yard maintenance person	15.25	8.38

## FOOTNOTE:

## GUNITE PREMIUM PAY:

Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates.

Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis.

Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

## LABORER CLASSIFICATIONS

## SECTION 00750

### RATE OF WAGES

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and

## SECTION 00750

### RATE OF WAGES

over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Welding in connection with laborers' work

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Nozzle person and rod person

GROUP 2: Gun person

GROUP 3: Rebound person

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LAB00300A 07/01/1998		
	Rates	Fringes
PLASTERER TENDER	20.05	8.88
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LAB00882B 01/01/1997		
	Rates	Fringes
ASBESTOS REMOVAL LABORER	10.37	3.51

SCOPE OF WORK: Includes site mobilization, initial site cleanup,

site preparation, removal of asbestos-containing material and  
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# SECTION 00750

## RATE OF WAGES

toxic waste (including lead abatement and any other toxic material), encapsulation, enclosure and disposal of asbestos-containing materials and toxic waste (including lead abatement and any other toxic materials) by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO1184A 07/01/1998

	Rates	Fringes
LABORERS - STRIPING:		
GROUP 1	18.36	7.85
GROUP 2	18.76	7.85
GROUP 3	20.33	7.85
GROUP 4	21.33	7.85

## LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweepers

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036A 07/01/1998

	Rates	Fringes
PAINTER (includes lead abatement):		
Work on service stations and and car washes; Small new commercial work (defined  as construction up to and including 3 stories in height, such as small shopping centers, small stores, small office buildings and small food establishments); Small new industrial work (defined as light metal buildings, small warehouses, small storage facilities and		

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SECTION 00750

RATE OF WAGES

tilt-up buildings); Repaint work (defined as repaint of any structure with the exception of work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities); Tenant improvement work (defined as tenant improvement work not included in conjunction with the construction of the building, and all repainting of tenant improvement projects

20.15 5.56

All other work 23.42 5.56

PAIN0036F 07/01/1997

Rates Fringes

EXCLUDING ANTELOPE VALLEY NORTH OF THE FOLLOWING BOUNDARY: KERN COUNTY LINE TO HWY. #5, SOUTH OF HWY. #5 TO HWY. N2, EAST ON N2 TO PALMDALE BLVD., TO HWY. #14, SOUTH TO HWY. #18, EAST TO HWY. #395:

DRYWALL FINISHER 24.06 5.52

REMAINDER OF COUNTY:

DRYWALL FINISHER 20.99 5.52

PAIN0636B 06/01/1998

Rates Fringes

GLAZIER 25.05 7.23

FOOTNOTES:

Work in a condor, from the third (3rd) floor and up: \$1.25 per hour additional.

Work on the outside of the building from a swing stage or any suspended contrivance, from the ground up: \$1.25 per hour additional.

PAIN1247B 10/01/1997

Rates Fringes

SOFT FLOOR LAYER 24.10 6.07

PLAS0200D 08/06/1997

Rates Fringes

PLASTERER 24.13 4.04

PLAS0500B 07/01/1998

Rates Fringes

CEMENT MASONS:

Work on projects where the total permit value of the general and all subcontracts is \$12 million or less:

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## SECTION 00750

## RATE OF WAGES

Cement Mason; curb and gutter machine; Clary and similar type of screed operator (cement only); grinding machine (all types); Jackson vibratory, Texas screed and similar type screed operator; scoring machine operator	18.85	8.43
Cement mason (magnesite, magnesite - terrazzo and mastic composition, epoxy, urethanes and exotic coatings, Dex-O-Tex)	18.97	8.43
Cement mason, floating and troweling machine operator	19.10	8.43
All other work:		
Cement mason; curb and gutter machine operator; Clary and similar type of screed operator (cement only); grinding machine (all types); Jackson vibratory, Texas screed and similar type screed operator; scoring machine operator	20.81	10.43
Cement mason (magnesite, magnesite - terrazzo and mastic composition, epoxy, urethanes and exotic coatings, Dex-O-Tex)	20.93	10.43
Cement Mason - floating and troweling machine operator	21.06	10.43

## FOOTNOTE:

Work on a swinging stage, bosun chair, or suspended scaffold, whether swinging or rigid, above or below ground: \$0.25 per hour additional.

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PLUM0016A 07/01/1998		
	Rates	Fringes
PLUMBER & PIPEFITTER:		
Work on strip malls, light commercial, tenant improvement and remodel work	20.36	8.35
Work on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space	24.69	10.47
All other work	25.53	11.02
SEWER AND STORM DRAIN WORK	17.29	10.02
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PLUM0250B 09/01/1998		
	Rates	Fringes
REFRIGERATION & AIR CONDITIONING	27.00	11.85
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PLUM0345A 07/01/1998		
	Rates	Fringes
LANDSCAPE & IRRIGATION FITTER	23.23	6.80
DACA09-99-R-0012		



## SECTION 00750

## RATE OF WAGES

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ROOF0036B 09/01/1996		
	Rates	Fringes
ROOFERS:		
Roofer	21.77	6.385
Preparer (duties limited to the following: Roof removal of any type of roofing or roofing material; or spudding, or sweeping; and/or clean-up; and/or preload in, or in preparing the roof for application of roofing, damp and/or waterproofing material)	16.24	1.00

## FOOTNOTE:

Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch,

the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

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SFCA0669M 04/01/1999		
	Rates	Fringes

DOES NOT INCLUDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

## SPRINKLER FITTER (FIRE):

Work on one or two family dwellings; all multiple family dwelling units which are permitted to have a single exterior up to and including 4 stories; townhouses with units stacked vertically up to and including 4 stories; and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities	20.51	1.69
All other residential work	27.35	6.40

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SFCA0709E 09/01/1998		
	Rates	Fringes

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOS ANGELES COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

SPRINKLER FITTER (FIRE)	28.48	9.85
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SHEE0102A 01/01/1999		
	Rates	Fringes

SOUTH OF IMPERIAL HWY. TO THE CITY OF LONG BEACH AND THE CITIES OF POMONA AND CLAREMONT:

COMMERCIAL SHEET METAL WORKER:  
Work on all commercial HVAC for

DACA09-99-R-0012

## SECTION 00750

## RATE OF WAGES

creature comfort and computers clean rooms, architectural metals, metal roofing and lagging over insulation	27.51	9.00
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SHEE0102C 01/01/1999

	Rates	Fringes
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INDUSTRIAL SPECIALTIES SHEET METAL WORKER:  
Work on all air pollution control

systems, noise abatement panels, blow pipe, air-veyor systems, dust collecting, baghouses, heating, air conditioning, and ventilating (other than creature comfort) and all other industrial work, including metal insulated ceilings	25.21	12.82
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SHEE0108B 02/01/1999

	Rates	Fringes
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SOUTH OF A STRAIGHT LINE DRAWN BETWEEN GORMAN AND BIG PINES,  
CALIFORNIA; EXCLUDING LOS ANGELES COUNTY SOUTH OF IMPERIAL HWY.  
TO THE CITY LIMITS OF LONG BEACH, EXCLUDING THE CITIES OF LONG  
BEACH, CLAREMONT AND POMONA, AND THE ISLAND OF CATALINA:

COMMERCIAL SHEET METAL WORKER:

Work on commercial buildings over one year old, limited to not exceed five thousand (5,000) square feet, or less, without relation to the number of stories involved. Does not include modification, upgrading, energy management, or conservation improvements of central heating and air conditioning equipment	16.79	2.50
All other work	27.99	9.32

SHEE0108E 10/01/1998

	Rates	Fringes
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NORTH OF A STRAIGHT LINE DRAWN BETWEEN GORMAN AND BIG PINES,  
CALIFORNIA:

COMMERCIAL SHEET METAL WORKER:

Light commercial work (10,000 sq. ft. or less)	16.43	2.25
All other work	22.90	8.62

TEAM0011G 07/01/1998

	Rates	Fringes
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TRUCK DRIVERS:

Edwards Air Force Base:		
GROUP 1	21.79	11.89
GROUP 2	21.94	11.89
GROUP 3	22.07	11.89
GROUP 4	22.26	11.89
GROUP 5	22.20	11.89
GROUP 6	22.32	11.89
GROUP 7	22.57	11.89

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# SECTION 00750

	RATE OF WAGES	
GROUP 8	22.82	11.89
GROUP 9	23.02	11.89
GROUP 10	23.32	11.89
GROUP 11	23.82	11.89
Remainder of County:		
GROUP 1	19.79	11.89
GROUP 2	19.94	11.89
GROUP 3	20.07	11.89
GROUP 4	20.26	11.89
GROUP 5	20.20	11.89
GROUP 6	20.32	11.89
GROUP 7	20.57	11.89
GROUP 8	20.82	11.89
GROUP 9	21.02	11.89
GROUP 10	21.32	11.89
GROUP 11	21.82	11.89

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck-mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axle; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. or more water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

## SECTION 00750

### RATE OF WAGES

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

**SECTION 00750**

**RATE OF WAGES**

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

## SECTION 00750

## RATE OF WAGES

General Decision Number CA990001

General Decision Number CA990001  
Superseded General Decision No. CA980001

State: California

Construction Type:

BUILDING  
DREDGING  
HEAVY  
HIGHWAY  
RESIDENTIAL

County(ies):

SAN DIEGO

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/1999
1	04/16/1999
2	05/28/1999
3	06/04/1999
4	06/18/1999

COUNTY(ies):

SAN DIEGO

ASBE0005B 09/21/1997

	Rates	Fringes
INSULATOR/ASBESTOS WORKER		
Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	28.21	7.53

ASBE0208A 06/01/1996

	Rates	Fringes
ASBESTOS REMOVAL WORKER/HAZARDOUS MATERIAL HANDLER		
Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not	19.70	4.81

BOIL0092F 10/01/1998

	Rates	Fringes
BOILERMAKER	28.81	9.81
TUBE WELDER	30.31	9.81

BRCA0004M 05/01/1999

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	23.00	6.50

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## SECTION 00750

## RATE OF WAGES

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BRCA0018E 06/01/1993		
	Rates	Fringes
TILE SETTER	18.55	3.30
MARBLE AND TILE FINISHER	13.00	2.60
-----		
BRCA0018F 06/01/1996		
	Rates	Fringes
TERRAZZO WORKER	25.97	4.15
TERRAZZO FINISHER	20.16	4.15
-----		
CARP0002B 07/01/1998		
	Rates	Fringes
DIVERS:		
Diver, wet	54.76	6.28
Diver, stand-by	27.38	6.28
Diver tender	26.38	6.28
-----		
CARP0002L 09/01/1998		
	Rates	Fringes
CARPENTER:		
Work meeting any of the following criteria:		
1) A residential wood frame project of any size;		
2) Interior tenant improvement work, regardless of the size of the project; and		
3) Any wood frame project of four stories or less		
	18.32	5.18
Heavy & highway work:		
Work on box culverts, catch basins and headwalls in residential projects	18.68	5.10
All other heavy & highway work	23.35	5.10
All other work	22.90	5.18
Millwright	23.85	5.10
Piledriver	23.48	5.10
-----		
CARP0002U 07/01/1998		
	Rates	Fringes
DRYWALL INSTALLER/LATHER:		
Work on wood-framed single family homes and apartments	19.00	5.28
All other work	17.70	5.28
DRYWALL STOCKER/SCRAPPER	8.50	4.27
-----		
CARP0003H 07/01/1998		
	Rates	Fringes
MODULAR FURNITURE INSTALLER	12.00	4.05
LOW WALL MODULAR TECHNICIAN	16.72	4.05
FULL WALL TECHNICIAN	21.00	4.05
-----		
ELEC0569A 06/01/1999		
	Rates	Fringes
ELECTRICIANS:		
Work on single family homes and apartments up to and including 3 stories	14.61	3% + 2.77
DACA09-99-R-0012		

# SECTION 00750

## RATE OF WAGES

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings:		
Utility Technician #1	16.38	3% + 2.99
Utility Technician #2 (#4 on the California State Wage Determination)	10.56	3% + 2.49
Sound work:		
Sound Technician	18.33	3% + 3.85
Telephone Interconnect Technician	14.94	3% + 3.85
Sound Person	16.50	3% + 3.17
Tunnel Work:		
Electrician	27.30	3% + 6.47
Cable Splicer	28.25	3% + 6.47
All other work:		
Electrician	24.21	3% + 6.47
Cable Splicer	24.96	3% + 6.47

### STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2 (utility technician #4 on the California state wage determination): Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV and communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

### SOUND WORK SCOPE OF WORK:

Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

SOUND TECHNICIAN: Terminating, operating and performing final check-out

SOUND PERSON: Wirepulling, splicing, assembling and installing devices

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ELEC1245A 06/02/1999

	Rates	Fringes
LINE CONSTRUCTION (includes outside		
DACA09-99-R-0012		

00750-25



## SECTION 00750

## RATE OF WAGES

utility transmission work):

Line worker; Cable splicer	30.39	4.5%+6.78
Powder worker	28.87	4.5%+6.54
Ground person	19.75	4.5%+6.50
Line worker, welding	31.91	4.5%+7.02

ELEV0018A 09/15/1998

	Rates	Fringes
ELEVATOR MECHANIC	31.025	6.675

## FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0012B 07/01/1998

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		

GROUP 1	25.05	10.15
GROUP 2	25.83	10.15
GROUP 3	26.12	10.15
GROUP 4	26.51	10.15
GROUP 5	27.61	10.15
GROUP 6	26.73	10.15
GROUP 7	26.84	10.15
GROUP 8	27.94	10.15
GROUP 9	26.96	10.15
GROUP 10	28.06	10.15
GROUP 11	27.13	10.15
GROUP 12	27.23	10.15
GROUP 13	27.26	10.15
GROUP 14	27.34	10.15
GROUP 15	27.46	10.15
GROUP 16	27.63	10.15
GROUP 17	27.73	10.15
GROUP 18	27.84	10.15
GROUP 19	27.96	10.15
GROUP 20	28.13	10.15
GROUP 21	28.23	10.15
GROUP 22	28.34	10.15
GROUP 23	28.46	10.15
GROUP 24	28.63	10.15

## CRANES, PILEDIVING &amp; HOISTING:

GROUP 1	25.30	10.15
GROUP 2	26.08	10.15
GROUP 3	26.37	10.15
GROUP 4	26.51	10.15
GROUP 5	26.73	10.15
GROUP 6	26.84	10.15
GROUP 7	26.96	10.15
GROUP 8	27.13	10.15
GROUP 9	27.30	10.15
GROUP 10	28.30	10.15
GROUP 11	29.30	10.15
GROUP 12	30.30	10.15
GROUP 13	31.30	10.15

## POWER EQUIPMENT OPERATORS - TUNNEL:

GROUP 1	26.58	10.15
GROUP 2	26.87	10.15

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	RATE OF WAGES	
GROUP 3	27.01	10.15
GROUP 4	27.23	10.15
GROUP 5	27.34	10.15
GROUP 6	27.46	10.15
GROUP 7	27.76	10.15

NOTE: Premium pay of \$2.75 per hour shall be paid on all power equipment operator work within the boundaries of Camp Pendleton.

### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Barge, brake, compressor operator, ditch witch, with seat or similar type equipment, elevator operator - inside, engineer oiler, generator operator, generator, pump or compressor plant operator, pump operator, signal, switch

GROUP 2: Asphalt-rubber plant operator (nurse tank operator), concrete mixer operator - skip type, conveyor operator, fire person, hydrostatic pump operator, oil crusher (asphalt or concrete plant), skiploader (when wheel type up to 3/4 yd. without attachment), tar pot fire person, temporary heating plant operator, trenching machine oiler

GROUP 3: Asphalt-rubber blend operator, equipment greaser (rack), Ford Ferguson (with dragtype attachments), helicopter radio (ground), stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fire person, backhoe operator (mini-max or similar type), boring machine operator, box or mixer (asphalt or concrete), chip spreading machine operator, concrete cleaning decontamination machine operator, concrete pump operator (small portable), drilling machine operator, small auger types (Texoma super economical or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum), guard rail post driver operator, highline cableway signal, hydra-hammer-aero stomper, power concrete curing machine operator, power concrete saw operator, power-driven jumbo form setter operator, power sweeper operator, roller operator (compacting), screed operator (asphalt or concrete), trenching machine operator (up to 6 ft.)

GROUP 5: Equipment greaser (grease truck/multi-shift)

GROUP 6: Asphalt plant engineer, batch plant operator, bit

sharpener, concrete joint machine operator (canal and similar type), concrete planer operator, deck engine operator, derrick (oilfield type), drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum), drilling machine operator (including water well drilling incidental to building, heavy or highway construction), equipment greaser (grease truck), hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type, Kalamazoo switch tamper, or similar type, machine tool operator, Maginnis internal full slab vibrator, mechanical berm, curb or gutter (concrete or asphalt), mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar), pavement breaker operator (truck mounted), road oil mixing machine operator, roller operator (asphalt or finish), rubber-tired earth-moving equipment (single engine, up to and including 25 yds. struck), self-propelled tar pipelining machine operator, skiploader operator (Crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.), slip form pump operator (power driven hydraulic lifting device for concrete forms), tractor operator - bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and

## SECTION 00750

### RATE OF WAGES

including D-5 and similar types), tugger hoist operator, ultra high pressure waterjet cutting tool system operator, vacuum blasting machine operator

GROUP 7: Asphalt or concrete spreading operator (tamping or finishing), asphalt paving machine operator (Barber-Greene or similar type), asphalt-rubber distributor operator, backhoe operator (up to and including 3/4 yd.), small Ford, Case or similar, cast-in-place pipe laying machine operator, combination mixer and compressor operator (gunite work), compactor operator (self-propelled), concrete mixer operator (paving), crushing plant operator, drill doctor, drilling machine operator, bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000, 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum), elevating grader operator, grade checker, gradall operator, grouting machine operator, heavy-duty repair person, heavy equipment robotics operator, Kalamazoo balliste regulator or similar type, Kolman belt loader and similar type, Le Tourneau blob compactor or similar type, loader operator (Athey, Euclid, Sierra and similar types), pneumatic concrete placing machine operator (Hackley-Presswell or similar type), pumpcrete gun operator, rotary drill operator (excluding caisson type), rubber-tired earth-moving equipment operator (single engine, Caterpillar, Euclid, Athey wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck), rubber-tired scraper operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit), self-propelled curb and gutter machine operator, skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.), soil remediation plant operator, surface heaters and planer operator, tractor compressor drill combination operator, tractor operator (any type larger than D-5

- 100 flywheel h.p. and over, or similar - bulldozer, tamper, scraper and push tractor, single engine), tractor operator (boom attachments), traveling pipe wrapping, cleaning and bending machine operator, trenching machine operator (over 6 ft. depth capacity, manufacturer's rating), ultra high pressure waterjet cutting tool system mechanic

GROUP 8: Heavy-duty repair person (multi-shift)

GROUP 9: Drilling machine operator, bucket or auger types (Calweld 200 B bucket or similar types - Watson 3000 or 5000 auger or similar types - Texoma 900 auger or similar types - drilling depth of 105' maximum), dual drum mixer, dynamic compactor LDC350 (or similar types), heavy-duty repair-welder combination, monorail locomotive operator (diesel, gas or electric), motor patrol - blade operator (single-engine), multiple-engine tractor operator (Euclid and similar type - except Quad 9 cat.), pre-stressed wrapping machine operator, rubber-tired earth-moving equipment operator (single-engine, over 50 yds. struck), rubber-tired earth-moving equipment operator (multiple-engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds.), tower crane repair person, tractor loader operator (Crawler and wheel type over 6-1/2 yds.), Woods mixer operator (and similar Pugmill equipment)

GROUP 10: Heavy-duty repair-welder combination (multi-shift)

GROUP 11: Auto grader operator, automatic slip form operator, drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson auger 6000 or similar types - drilling depth of 175' maximum), hoe ram or similar with

## SECTION 00750

### RATE OF WAGES

compressor, mass excavator operator (less than 750 cu. yds.), mechanical finishing machine operator, mobile form traveler operator, motor patrol operator (multi-engine), pipe mobile machine operator, rubber-tired earth-moving equipment operator (multiple-engine, Euclid, caterpillar and similar type, over 50 cu. yds. struck), rubber-tired self-loading scraper operator (paddle-wheel auger type self-loading - two (2) or more units)

GROUP 12: Rubber-tired earth-moving equipment operator operating equipment with push-pull system, (single-engine, up to and including 25 yds. struck)

GROUP 13: Canal liner operator, canal trimmer operator, remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional), wheel excavator operator (over 750 cu. yds.)

GROUP 14: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, caterpillar, Euclid, Athey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple-engine - up to and including 25 yds. struck)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single-engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple-engine, Euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple-engine, Euclid, caterpillar and similar, over 50 cu. yds. struck), tandem tractor operator (operating crawler-type tractors in tandem - Quad 9 and similar type)

GROUP 17: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 18: Rotex concrete belt operator (or similar type), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single-engine, caterpillar, Euclid, Athey wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple-engine, up to and including 25 yds. struck)

GROUP 19: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single-engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple-engine,

## SECTION 00750

### RATE OF WAGES

Euclid, caterpillar and similar, over 50 cu. yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single-engine, caterpillar, Euclid, Athey wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple-engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single-engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 24: Concrete pump operator - truck mounted, rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple-engine, Euclid, caterpillar and similar type, over 50 cu. yds. struck)

### POWER EQUIPMENT OPERATORS - CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler, fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator, Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator, helicopter hoist operator

GROUP 5: Stinger crane (Austin-Western or similar type), tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator, Cretor crane operator, hoist operator (Chicago boom and similar type), lift mobile operator, lift slab machine operator (Vagtborg and similar types), material hoist operator, polar gantry crane operator, shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc), tugger hoist operator (2 drum)

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc), tower crane repair, tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity), crawler transporter operator, derrick barge operator (up to and including 25 ton capacity), hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity), shovel, backhoe, dragline, clamshell operator (over 7 cu. yds. mrc)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc), derrick barge operator (over 25 tons up to and including 50 tons mrc), highline cableway operator, hoist operator, stiff legs, Guy derrick or similar type (over 25 tons

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RATE OF WAGES

up to and including 50 tons mrc), K-crane operator, polar crane operator

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc), derrick barge operator (over 50 tons up to and

including 100 tons mrc), hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), mobile tower crane operator (over 50 tons, up to and including 100 ton M.R.C.), tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc), derrick barge operator (over 100 tons up to and including 200 tons mrc), hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc), mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc), derrick barge operator (over 200 tons up to and including 300 tons mrc), hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc), mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons), derrick barge operator (over 300 tons), helicopter pilot, hoist operator, stiff legs, Guy derrick or similar type (over 300 tons), mobile tower crane operator (over 300 tons)

POWER EQUIPMENT OPERATORS - TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinky locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms; Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repair person; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy-duty repair/welder combination

GROUP 7: Tunnel mole boring machine operator

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\* ENGI0012D 08/01/1998

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		

DREDGING:

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## RATE OF WAGES

Lever person	30.75	10.15
Dozer operator	27.28	10.15
Welder; Deckmate	27.17	10.15
Winch operator (stern winch on dredge)	26.62	10.15
Fire person - oiler; Leveehand; Deckhand; Barge person	26.08	10.15
Barge mate	26.69	10.15

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IRON0001F 07/01/1998

	Rates	Fringes
IRONWORKERS:		
Fence erector	22.79	13.17
Ornamental, reinforcing and structural	23.68	13.17

## FOOTNOTE:

Work at San Clemente Island: \$3.00 per hour additional.  
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LABO0089A 06/16/1998

	Rates	Fringes
LABORERS:		
Work inside the building line on projects meeting any of the following criteria:		
1) a residential wood frame project of any size;		
2) work classified as Type III, Type IV or Type V construction;		
3) interior tenant improvement work, regardless of the size of the project; and		
4) any wood frame project four stories or less	14.75	5.58
All other work inside the building line	16.65	7.18
Work inside the property line but outside the building line, on projects meeting any of the following criteria:		
1) a residential wood frame project of any size;		
2) work classified as Type III, Type IV or Type V construction; and		
3) any wood frame project four stories or less	16.46	5.58
All other work outside the building line:		
GROUP 1	18.53	7.18
GROUP 2	18.83	7.18
GROUP 3	19.03	7.18
GUNITE WORK:		
GROUP 1	18.53	7.18
GROUP 2	18.83	7.18
GROUP 3	19.03	7.18
TUNNEL WORK:		
GROUP 1	18.83	7.18

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## SECTION 00750

### RATE OF WAGES

GROUP 2	19.03	7.18
GROUP 3	19.28	7.18

### LABORER CLASSIFICATIONS

GROUP 1: Laborer (general construction); Asphalt ironer - spreader; Boring machine tender; Carpenter tender; Caulker; Cesspool digger and installer; Chucktender (except tunnels); Concrete curer (impervious membrane and form oiler); Concrete water curing (excluding use of water trucks); Cutting torch operator (demolition); Driller's tender (caisson) including bellows; Dri-pak-it machine, concrete cutting torch; Dry packing of concrete, plugging, filling of shee bolt holes; Fence erector; Fine grader on highways, streets and airport paving (sewer and drainage lines when employed); Flag person; Form blower; Gas and oil pipeline laborer; Guinea chaser; Housemover; Jet; Landscape gardener and nursery; Packing rod steel and pans; Pipelayer's backup (coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other service railroad work); Laborer; Rigging and signaling; Riprap stonepaver; Sandblaster (pot tender); Scaler; Septic tank digger and installer (lead); Tank scaler and cleaner; Tool shed checker; Window cleaner

GROUP 2: Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete saw (excluding tractor type), roto-scraper, chipping hammer, concrete core cutter, concrete grinder and sander; Cribber - shorer, lagging and trench bracing, hand-guided lagging hammer; Driller - all power drills, including jackhammer, whether Core, Diamond, Wagon, Track, multiple unit, and all types of mechanical drills without regard to the form of motive power; Driller (all other where drilling is for use of explosives); Gas and oil pipeline wrapper (pot tender and form); Gas and oil pipeline wrapper (6-inch pipe and over); Operator and tender of pneumatic, gas and electric tools, concrete pumps, vibrating machines, multi-plate impact wrench and similar mechanical tools not separately classified herein; Pipelayer (excludes all pressurized and vacuum piping) (performing all services outside the building line in the laying and installation of pipe from the point of receiving pipe until

completion of the operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other products whatsoever and without regard to the nature of material from which the tubular material is fabricated); Powder blasters' tender; Prefabricated manhole installer; Rock slinger; Sandblaster, waterblaster & nozzle operator; Scaler (using bos'n chair, safety belt); Steel headerboard; Tree climber, using mechanical tools; Welding in connection with laborer's work

GROUP 3: Asphalt raker; Layton box spreader (or similar type)

### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Bull gang, mucker, track; Chucktender, cabletender; Concrete crew (includes rodder and spreader); Dump; Grout crew; Tender for steel form raisers and setters; Mucker - tunnel (hand or machine); Nipper; Swamper (brake and switch on tunnel work); Vibrator, jackhammer, pneumatic tools (except driller) multi-plate impact wrench

GROUP 2: Blaster, driller, powder; Cherry picker; Grout gun; Kemper and other pneumatic concrete placer operator; Miner



SECTION 00750

RATE OF WAGES

in short dry tunnels under streets, highways and similar places;  
Miner - tunnel (hand or machine); Powder (tunnel work); Steel  
form raiser and setter; Timber, retimber wood or steel

GROUP 3: Powder - primer house (licensed) on tunnel work;  
Shaft and raise miner; Shifter; Blaster (licensed) all work of  
loading holes, placing & blasting all powder & explosives of  
whatever type regardless of method used for such loading and  
placing

FINAL CLEAN-UP AND LANDSCAPE MAINTENANCE WORK

GROUP 1:

FINAL CLEAN-UP: Final clean-up work includes that work  
performed after all new construction work on a unit of the  
project is completed, including but not limited to: window  
washing, inside and out, sweeping and cleaning all floors,  
fixture clean-up, cleaning of all appliances, scraping and  
excluding any floor sanding

LANDSCAPE MAINTENANCE: Work in existing or newly landscaped  
projects, such as watering, weeding or mowing and edging,  
pruning, fertilizing. Replacing or repairing of existing  
installations (including the repair and replacing of electrical  
and water systems, sweeping, repainting and restriping

LABO0089B 11/01/1998

	Rates	Fringes
BRICK TENDER	17.58	7.13

FOOTNOTES:

Work on refractory stack work in excess of 100 ft. in height:  
fifty cents (\$0.50) per hour additional.

Work on refractory work where extreme heat prevents continuous  
work: fifty (\$0.50) per hour additional.

Work with carbon brick, acid brick or phenolic mortar: fifty  
(\$0.50) per hour additional.

Work on a swinging scaffold above fifty ft.: thirty-five cents  
(\$0.35) per hour additional.

LABO0882A 01/01/1997

	Rates	Fringes
ASBESTOS REMOVAL LABORER	10.37	3.51

SCOPE OF WORK: includes site mobilization, initial site clean-up,  
site preparation, removal of asbestos-containing material and  
toxic waste (including lead abatement and any other toxic  
materials), encapsulation, enclosure and disposal of asbestos-  
containing materials and toxic waste (including lead abatement  
and any other toxic materials) by hand or with equipment or  
machinery; scaffolding, fabrication of temporary wooden  
barriers, and assembly of decontamination stations.

LABO1184A 07/01/1998

	Rates	Fringes
LABORERS - STRIPING:		
GROUP 1	18.36	7.85
GROUP 2	18.76	7.85
GROUP 3	20.33	7.85
GROUP 4	21.33	7.85

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair  
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and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades,

fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweepers

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036D 07/01/1998		
PAINTER (includes lead abatement)	Rates 18.74	Fringes 4.36

PAIN0036K 07/01/1997		
DRYWALL FINISHER:	Rates	Fringes
Work on wood frame/structured construction	18.00	3.34
All other work	19.13	4.82

PAIN1399A 11/01/1998		
GLAZIER	Rates 24.06	Fringes 7.74

PAIN1399C 07/01/1998		
SOFT FLOOR LAYER	Rates 16.94	Fringes 5.94

PLAS0200E 08/06/1997		
PLASTERER	Rates 23.38	Fringes 4.04

PLAS0500A 07/01/1998		
CEMENT MASON:	Rates	Fringes
Work meeting any of the following criteria:		
1) a residential wood frame project of any size;		
2) work classified as Type III, Type IV or Type V construction;		
3) interior tenant improvement work, regardless of the size		

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## RATE OF WAGES

of the project; and

4) any wood frame project of 4 stories or less

	18.57	4.80
All other building construction	20.22	4.80
Heavy and highway construction	22.61	5.28

\* PLUM0016F 07/01/1998

	Rates	Fringes
PLUMBER; PIPEFITTER; STEAMFITTER;		
AIR CONDITIONING & REFRIGERATION:		
Work on residential stick construction not to exceed 4 stories in height	20.41	3.35
Work on strip malls, light commercial, tenant improvement and remodel work	20.36	8.35
Work on new additions and remodeling of single family homes, bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space	24.69	10.47
All other work:		
Camp Pendleton	27.78	11.02
Remainder of County	25.53	11.02
LANDSCAPE AND IRRIGATION WORK	19.73	10.30
SEWER AND STORM DRAIN WORK	17.29	10.02

PLUM0345A 07/01/1998

	Rates	Fringes
LANDSCAPE & IRRIGATION FITTER	23.23	6.80

ROOF0045B 01/01/1999

	Rates	Fringes
ROOFER	19.70	3.88

SFCA0669A 04/01/1999

	Rates	Fringes
SPRINKLER FITTER (FIRE):		
Work on one or two family dwellings; all multiple family dwelling units which are permitted to have a single exterior up to and incl. 4 stories; townhouses with units stacked vertically up to and including 4 stories; and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities	17.25	1.69
All other work	23.00	6.40

SHEE0206A 07/01/1998

	Rates	Fringes
SHEET METAL WORKER:		
Camp Pendleton	26.19	8.80
Remainder of County	24.19	8.80

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TEAM0036A 06/16/1998

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	8.81	9.72
GROUP 1-A	18.10	9.72
GROUP 2	18.40	9.72
GROUP 3	18.60	9.72
GROUP 4	18.80	9.72
GROUP 5	19.00	9.72
GROUP 6	19.50	9.72
GROUP 7	21.00	9.72

### FOOTNOTE:

#### HAZMAT PAY:

Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Swamper, fuel person (fueler without trucks)

GROUP 1-A: Motorized traffic control, pickup truck on jobsite

GROUP 2: Two-axle dump trucks, two-axle flat bed, bunker person, concrete pumping truck, industrial lift truck, forklift under 15,000 lbs.

GROUP 3: Two-axle water truck, three-axle dump truck, three-axle flat bed, erosion control nozzle person, dumpcrete truck less than 6 1/2 yds., forklift 15,000 lbs. and over, Prell truck, pipeline work truck driver; road oil spreader, cement distributor or slurry driver; boot person, Ross carrier

GROUP 4: Off-road dump trucks under 35 tons mfg rated capacity, four axles but less than seven axles, low-bed truck and trailer, transit mix trucks under 8 yds., three axle water trucks, erosion control drive, grout mixer truck, dumpcrete, 6-1/2 yds. and over, dumpster trucks; DW 10's, 20's and over; fuel truck and dynamite, truck greaser, truck mounted mobile sweeper; winch truck, two axles

GROUP 5: Off-road dump trucks 35 tons and over mfg rated capacity, 7 axles or more, transit mix trucks 8 yds. and over, A-frame trucks or Swedish crane, tire person, welder, winch truck 3 axles or more

GROUP 6: Off-road special equipment (including but not limited to water pull tankers, Athey wagons, DJB, B70 Euclids or like equipment)

GROUP 7: Repair person

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively

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bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

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## RATE OF WAGES

General Decision Number CA990037

General Decision Number **CA990037**  
 Superseded General Decision No. CA980037

State: California

Construction Type:

BUILDING

DREDGING

HEAVY

HIGHWAY

County(ies):

SAN BERNARDINO

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not  
 include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does  
 not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/1999
1	04/16/1999
2	05/28/1999
3	06/04/1999

COUNTY(ies):

SAN BERNARDINO

ASBE0005B 09/21/1997

	Rates	Fringes
INSULATOR/ASBESTOS WORKER Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	28.21	7.53

ASBE0208B 06/01/1996

	Rates	Fringes
ASBESTOS REMOVAL WORKER/ HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not	19.70	4.81

BOIL0092F 10/01/1998

	Rates	Fringes
BOILERMAKER	28.81	9.81
TUBE WELDER	30.31	9.81

BRCA0004U 05/01/1997

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	23.97	5.85

BRCA0018G 08/01/1996

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	Rates	Fringes
TILE SETTERS:		
Laying Tile in u-poxy, furane		
and any other similar materials	23.63	5.58
All other work	22.63	5.58

BRCA0018K 06/01/1996		
	Rates	Fringes
TERRAZZO WORKER	25.97	4.15
TERRAZZO FINISHER	20.16	4.15

CARP0002B 07/01/1998		
	Rates	Fringes
DIVERS:		
Diver, wet	54.76	6.28
Diver, stand-by	27.38	6.28
Diver tender	26.38	6.28

CARP0002Q 07/01/1998		
	Rates	Fringes
DRYWALL INSTALLERS:		
Work on wood-framed apartment		
buildings over 4 stories	19.00	6.28
All other work	24.75	6.28
DRYWALL STOCKER/SCRAPPER	10.00	4.27

* CARP0003E 07/01/1998		
	Rates	Fringes
CARPENTERS:		
Work on wood frame, tilt up or concrete block construction		
including but not limited to: shopping centers, stores, office		
buildings, fast food establishments, also including curb, gutter		
and sidewalks where the total cost of the project does not exceed		
seven and one-half million (\$7,500,000.00) dollars.		

## CARPENTERS:

Carpenter, cabinet installer,		
insulation installer, floor		
worker and acoustical		
installer	22.75	6.28
Shingler	22.88	6.28
Roof loader of shingles	15.42	6.28
Saw filer	22.83	6.28
Table power saw operator	22.85	6.28
Pneumatic nailer or power		
stapler	23.00	6.28
Fence builder	20.30	6.28
Millwright	23.25	6.28
Pile driver; Derrick barge;		
Bridge or dock carpenter;		
Cable splicer; Heavy framer;		
Rockslinger	22.88	6.28
Head rockslinger	22.98	6.28
Rock barge or scow	22.78	6.28
Scaffold builder	17.00	6.28

All other work:

## CARPENTERS:

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## RATE OF WAGES

Carpenter, cabinet installer, insulation installer, floor  worker and acoustical installer	24.75	6.28
Shingler	24.88	6.28
Roof loader of shingles	17.42	6.28
Saw filer	24.83	6.28
Table power saw operator	24.85	6.28
Pneumatic nailer or power stapler	25.00	6.28
Fence builder	22.30	6.28
Millwright	25.25	6.28
Pile driver; Derrick barge; Bridge or dock carpenter; Cable splicer; Heavy framer;		
Rockslinger	24.88	6.28
Head rockslinger	24.98	6.28
Rock barge or scow	24.78	6.28
Scaffold builder	19.00	6.28

### FOOTNOTE:

Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0003H 07/01/1998

	Rates	Fringes
MODULAR FURNITURE INSTALLER	12.00	4.05
LOW WALL MODULAR TECHNICIAN	16.72	4.05
FULL WALL TECHNICIAN	21.00	4.05

ELEC0011C 01/01/1997

	Rates	Fringes
COMMUNICATIONS AND SYSTEMS WORK:		
Installer	18.03	3%+3.35
Technician	19.78	3%+3.35

### SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed

systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Does not cover work performed at China Lake Naval Ordnance Test Station.

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Fire alarm work shall be performed at the current inside wireman total cost package.

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ELEC0477B 12/01/1998

	Rates	Fringes
ELECTRICIANS:		
Area within 80 road miles from the main post office in San Bernardino:		
Electrician	24.75	3% + 9.95
Cable splicer; Electrician, welding	25.25	3% + 9.95
Electrician, tunnel work	27.23	3% + 9.95
Remainder of county:		
Electrician	32.75	3% + 9.95
Cable splicer; Electrician, welding	33.25	3% + 9.95
Electrician, tunnel work	36.03	3% + 9.95

## FOOTNOTES:

Work in a pressurized tunnel:

- 1 lb. to 18 lbs.: 6 hrs. work under pressure for a day's pay plus 10%.
- 19 lbs. to 26 lbs.: 4 hrs. work under pressure for a day's pay plus 10%.
- 27 lbs. to 33 lbs.: 3-1/2 hrs. work under pressure for a day's pay plus 10%.
- 34 lbs. to 38 lbs.: 3 hrs. work under pressure for a day's pay plus 10%.

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\* ELEC1245A 06/02/1999

	Rates	Fringes
LINE CONSTRUCTION (includes outside utility transmission work):		
Line worker; Cable splicer	30.39	4.5%+6.78
Powder worker	28.87	4.5%+6.54
Ground person	19.75	4.5%+6.50
Line worker, welding	31.91	4.5%+7.02

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ELEV0018A 09/15/1998

	Rates	Fringes
ELEVATOR MECHANIC	31.025	6.675

## FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

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\* ENGI0012C 07/01/1998

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	25.05	10.15
GROUP 2	25.83	10.15
GROUP 3	26.12	10.15
GROUP 4	26.51	10.15
GROUP 5	27.61	10.15
GROUP 6	26.73	10.15
GROUP 7	26.84	10.15
GROUP 8	27.94	10.15

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GROUP 9	26.96	10.15
GROUP 10	28.06	10.15
GROUP 11	27.13	10.15
GROUP 12	27.23	10.15
GROUP 13	27.26	10.15
GROUP 14	27.34	10.15
GROUP 15	27.46	10.15
GROUP 16	27.63	10.15
GROUP 17	27.73	10.15
GROUP 18	27.84	10.15
GROUP 19	27.96	10.15
GROUP 20	28.13	10.15
GROUP 21	28.23	10.15
GROUP 22	28.34	10.15
GROUP 23	28.46	10.15
GROUP 24	28.63	10.15

## CRANES, PILEDRIVING & HOISTING EQUIPMENT:

GROUP 1	25.30	10.15
GROUP 2	26.08	10.15
GROUP 3	26.37	10.15
GROUP 4	26.51	10.15
GROUP 5	26.73	10.15
GROUP 6	26.84	10.15
GROUP 7	26.96	10.15
GROUP 8	27.13	10.15
GROUP 9	27.30	10.15
GROUP 10	28.30	10.15
GROUP 11	29.30	10.15
GROUP 12	30.30	10.15
GROUP 13	31.30	10.15

## TUNNEL WORK:

GROUP 1	26.58	10.15
GROUP 2	26.87	10.15
GROUP 3	27.01	10.15
GROUP 4	27.23	10.15
GROUP 5	27.34	10.15
GROUP 6	27.46	10.15
GROUP 7	27.76	10.15

## FOOTNOTES:

Combination Mixer and Compressor Operator on gunite work shall be classified as a Concrete Mobile Mixer Operator.

Workers required to suit up and work in a hazardous material environment: \$1.00 per hour additional.

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Barge, brake, compressor operator, Ditch Witch, with seat or similar type equipment, elevator operator - inside, engineer oiler, generator operator, generator, pump or compressor plant operator, pump operator, signal, switch

GROUP 2: Asphalt-rubber plant operator (nurse tank operator), concrete mixer operator - skip type, conveyor operator, fire person, hydrostatic pump operator, oiler crusher (asphalt or concrete plant), skiploader (wheel type up to 3/4 yd. without attachment), tar pot fire person, temporary heating plant operator, trenching machine oiler

GROUP 3: Asphalt-rubber blend operator, equipment greaser (rack), Ford Ferguson (with dragtype attachments), helicopter radio (ground), stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fire person, backhoe operator (mini-max

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or similar type), boring machine operator, box or mixer (asphalt or concrete), chip spreading machine operator, concrete cleaning decontamination machine operator, concrete pump operator (small portable), drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum), equipment greaser (grease truck), guard rail post driver operator, highline cableway signal, hydra-hammer-aero stomper, power concrete curing machine operator, power concrete saw operator, power-driven jumbo form setter operator, power sweeper operator, roller operator (compacting), screed operator (asphalt or concrete), trenching machine operator (up to 6 ft.)

GROUP 5: Equipment greaser (grease truck/multi-shift)

GROUP 6: Asphalt plant engineer, batch plant operator, bit sharpener, concrete joint machine operator (canal and similar type), concrete planer operator, deck engine operator, derrick (oilfield type), drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum), drilling machine operator (including water wells incidental to building, heavy or highway construction), hydrographic seeder machine operator (straw, pump or seed), Jackson track maintainer, or similar type, Kalamazoo switch tamper, or similar type, machine tool operator, Maginnis

internal full slab vibrator, mechanical berm, curb or gutter (concrete or asphalt), mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar), pavement breaker operator (truck mounted), road oil mixing machine operator, roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck), self-propelled tar pipelining machine operator, skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.), slip form pump operator (power driven hydraulic lifting device for concrete forms), tractor operator - bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types), tugger hoist operator (1 drum), ultra high pressure waterjet cutting tool system operator, vacuum blasting machine operator

GROUP 7: Asphalt or concrete spreading operator (tamping or finishing), asphalt paving machine operator (Barber Greene or similar type), asphalt-rubber distribution operator, backhoe operator (up to and including 3/4 yd.), small Ford, Case or similar, cast-in-place pipe laying machine operator, combination mixer and compressor operator (gunite work), compactor operator (self-propelled), concrete mixer operator (paving), crushing plant operator, drill doctor, drilling machine operator, bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum), elevating grader operator, grade checker, gradall operator, grouting machine operator, heavy-duty repair person, heavy equipment robotics operator, Kalamazoo balliste regulator or similar type, Kolman belt loader and similar type, Le Tourneau blob compactor or similar type, loader operator (Athey, Euclid, Sierra and similar types), pneumatic concrete placing machine operator (Hackley-Presswell or similar type), pumpcrete gun operator, rotary drill operator (excluding caisson type), rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck), rubber-tired scraper operator (self-loading paddle

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wheel type - John Deere, 1040 and similar single unit), self-propelled curb and gutter machine operator, skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.), soil remediation plant operator, surface heaters and planer operator, tractor compressor drill combination operator, tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - bulldozer, tamper, scraper and push tractor single engine), tractor operator (boom attachments), traveling pipe wrapping, cleaning and bending machine operator, trenching machine operator (over 6 ft. depth capacity, manufacturer's rating), ultra high pressure waterjet cutting tool system mechanic

GROUP 8: Heavy-duty repair person (multi-shift)

GROUP 9: Drilling machine operator, bucket or auger types (Calweld 200 B bucket or similar types - Watson 3000 or 5000

auger or similar types - Texoma 900 auger or similar types - drilling depth of 105' maximum), dual drum mixer, dynamic compactor LDC350 (or similar types), heavy-duty repair-welder combination, monorail locomotive operator (diesel, gas or electric), motor patrol - blade operator (single engine), multiple engine tractor operator (Euclid and similar type - except Quad 9 cat.), rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), tower crane repair person, tractor loader operator (crawler and wheel type over 6-1/2 yds.), Woods mixer operator (and similar Pugmill equipment)

GROUP 10: Heavy-duty repair-welder combination (multi-shift)

GROUP 11: Auto grader operator, automatic slip form operator, drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum), hoe ram or similar with compressor, mass excavator operator, mechanical finishing machine operator, mobile form traveler operator, motor patrol operator (multi-engine), pipe mobile machine operator, rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck), rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 12: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 13: Canal liner operator, canal trimmer operator, remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional), wheel excavator operator

GROUP 14: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine - up to and including 25 yds. struck)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50

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yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck), tandem

tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 17: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 18: Rotex concrete belt operator (or similar types), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 19: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 24: Concrete pump operator - truck mounted, rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

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#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes load, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist operator; Polar gantry crane operator; Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds. mrc)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

# SECTION 00750

## RATE OF WAGES

### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy-duty repair/welder combination

GROUP 7: Tunnel mole boring machine operator

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ENGI0012D 08/01/1998		
	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
DREDGING:		
Lever person	30.75	10.15
Dozer operator	27.28	10.15
Welder; Deckmate	27.17	10.15
Winch operator (stern winch on dredge)	26.62	10.15
Fire person - oiler; Leveehand; Deckhand; Barge person	26.08	10.15
Barge mate	26.69	10.15
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\* IRON0001R 07/01/1998

	Rates	Fringes
IRONWORKERS:		
Fence erector	22.79	13.17
Ornamental, reinforcing and structural	23.68	13.17

#### FOOTNOTE:

Work at China Lake Naval Test Station, Edwards Air Force Base, Fort Irwin Military Station, Fort Irwin Training Center - Goldstone, 29 Palms - Marine Corps, U.S. Marine Base - Barstow: \$3.00 per hour additional.

Work at Yermo Marine Corps Logistics Center: \$2.00 per hour additional.

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LABO0001B 07/01/1998		
	Rates	Fringes
BRICK TENDER	18.08	9.34
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LABO0002H 07/01/1998

DACA09-99-R-0012

# SECTION 00750

## RATE OF WAGES

	Rates	Fringes
LABORERS:		
GROUP 1	17.83	9.39
GROUP 2	18.23	9.39
GROUP 3	18.43	9.39
GROUP 4	19.48	9.39
GROUP 5	19.68	9.39
TUNNEL LABORERS:		
GROUP 1	20.74	9.39
GROUP 2	20.86	9.39
GROUP 3	21.02	9.39
GROUP 4	21.30	9.39
GUNITE LABORERS:		
GROUP 1	20.86	11.02
GROUP 2	19.91	11.02
GROUP 3	16.40	11.02
HOUSEMOVERS (ONLY WHERE HOUSEMOVING IS INCIDENTAL TO A CONSTRUCTION CONTRACT):		
Housemover	15.50	8.38
Yard maintenance person	15.25	8.38

## FOOTNOTE:

### GUNITE PREMIUM PAY:

Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates.  
Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis.  
Any work performed on, in or above any smoke stack, silo,

storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

## LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring



## SECTION 00750

### RATE OF WAGES

concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and

similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Welding in connection with laborers' work

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person;

DACA09-99-R-0012

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## SECTION 00750

### RATE OF WAGES

Changehouse person; Concrete crew, including rodder and spreader;  
Dump person; Dump person (outside); Swamper (brake person and  
switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabletender; Loading and unloading  
agitator cars; Nipper; Pot tender, using mastic or other  
materials (for example, but not by way of limitation, shotcrete,  
etc.); Vibrator person, jack hammer, pneumatic tools (except  
driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet

person; Cherry picker person; Grout gun person; Grout mixer  
person; Grout pump person; Jackleg miner; Jumbo person;  
Kemper and other pneumatic concrete placer operator; Miner,  
tunnel (hand or machine); Nozzle person; Operating of troweling  
and/or grouting machines; Powder person (primer house); Primer  
person; Sandblaster; Shotcrete person; Steel form raiser and  
setter; Timber person, retimber person, wood or steel; Tunnel  
Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Nozzle person and rod person

GROUP 2: Gun person

GROUP 3: Rebound person

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LAB00783D 09/01/1998		Rates	Fringes
PLASTERER TENDERS:			
Fort Irwin, George Air Force Base,			
Marine Corps Air Station 29 Palms,			
Marine Corps Logistics Supply Base:			
Plasterer tender	23.26		9.80
Plaster clean-up laborer	20.92		9.80
Remainder of San Bernardino County:			
Plasterer tender	20.26		9.80
Plaster clean-up laborer	17.43		9.80

#### FOOTNOTE:

Machine plaster tender: \$1.00 per hour additional.

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LAB00882A 01/01/1997		Rates	Fringes
ASBESTOS REMOVAL LABORER	10.37		3.51

SCOPE OF WORK: includes site mobilization, initial site clean-up,  
site preparation, removal of asbestos-containing material and  
toxic waste (including lead abatement and any other toxic  
materials), encapsulation, enclosure and disposal of asbestos-  
containing materials and toxic waste (including lead abatement  
and any other toxic materials) by hand or with equipment or  
machinery; scaffolding, fabrication of temporary wooden  
barriers, and assembly of decontamination stations.

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LAB01184A 07/01/1998		Rates	Fringes
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# SECTION 00750

## RATE OF WAGES

### LABORERS - STRIPING:

GROUP 1	18.36	7.85
GROUP 2	18.76	7.85
GROUP 3	20.33	7.85
GROUP 4	21.33	7.85

### LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweepers

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

PAIN0036A 07/01/1998

Rates

Fringes

### PAINTER (includes lead abatement):

Work on service stations and and car washes; Small new commercial work (defined as construction up to and including 3 stories in height, such as small shopping centers, small stores, small office buildings and small food establishments); Small new industrial work (defined as light metal buildings, small warehouses, small storage facilities and

tilt-up buildings); Repaint work (defined as repaint of any structure with the exception of work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service,

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## SECTION 00750

## RATE OF WAGES

and sports facilities);  
 Tenant improvement work  
 (defined as tenant  
 improvement work not  
 included in conjunction with  
 the construction of the  
 building, and all repainting  
 of tenant improvement  
 projects

20.15 5.56

All other work 23.42 5.56

PAIN0036H 07/01/1997

Rates Fringes

DRYWALL FINISHERS:

Work on wood frame structures 18.00 3.34

All other work 24.06 5.52

PAIN0636B 06/01/1998

Rates Fringes

GLAZIER 25.05 7.23

FOOTNOTES:

Work in a condor, from the third (3rd) floor and up: \$1.25 per hour additional.

Work on the outside of the building from a swing stage or any suspended contrivance, from the ground up: \$1.25 per hour additional.

PAIN1247B 10/01/1997

Rates Fringes

SOFT FLOOR LAYER 24.10 6.07

PLAS0200D 08/06/1997

Rates Fringes

PLASTERER 24.13 4.04

PLAS0500B 07/01/1998

Rates Fringes

CEMENT MASONS:

Work on projects where the total

permit value of the general and all  
 subcontracts is \$12 million or less:

Cement Mason; curb and gutter

machine; Clary and

similar type of screed

operator (cement only);

grinding machine (all types);

Jackson vibratory, Texas

screed and similar type

screed operator; scoring

machine operator

18.85 8.43

Cement mason (magnesite,

magnesite - terrazzo and

mastic composition, epoxy,

urethanes and exotic

coatings, Dex-O-Tex)

18.97 8.43

Cement mason, floating and

troweling machine operator

19.10 8.43

All other work:

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## SECTION 00750

## RATE OF WAGES

Cement mason; curb and gutter machine operator; Clary and similar type of screed operator (cement only); grinding machine (all types); Jackson vibratory, Texas screed and similar type screed operator; scoring machine operator	20.81	10.43
Cement mason (magnesite, magnesite - terrazzo and mastic composition, epoxy, urethanes and exotic coatings, Dex-O-Tex)	20.93	10.43
Cement Mason - floating and troweling machine operator	21.06	10.43

## FOOTNOTE:

Work on a swinging stage, bosun chair, or suspended scaffold, whether swinging or rigid, above or below ground: \$0.25 per hour additional.

PLUM0016B 07/01/1998		
	Rates	Fringes
PLUMBER; STEAMFITTER:		
Work on strip malls, light commercial, tenant improvement and remodel work	20.36	8.35
Work on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space	24.69	10.47
All other work:		
Fort Irwin Army Base, Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine Palms Marine Base	29.03	11.02
George Air Force Base	27.78	11.02
Remainder of County	25.53	11.02
SEWER AND STORM DRAIN WORK	17.29	10.02

PLUM0345A 07/01/1998		
	Rates	Fringes
LANDSCAPE & IRRIGATION FITTER	23.23	6.80

PLUM0364A 03/09/1998		
	Rates	Fringes
REFRIGERATION & AIR CONDITIONING	24.98	6.34

ROOF0146A 09/01/1994		
	Rates	Fringes
ROOFERS	18.78	8.25

SFCA0669I 04/01/1999		
	Rates	Fringes
DOES NOT INCLUDE THE NORTHERN PART OF THE CITY OF CHINO, OR THE		
DACA09-99-R-0012		

## SECTION 00750

## RATE OF WAGES

CITIES OF MONTCLAIR OR ONTARIO:

SPRINKLER FITTER (FIRE)	23.00	6.40
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SFCA0709D 09/01/1998

	Rates	Fringes
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THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF  
MONTCLAIR AND ONTARIO:

SPRINKLER FITTER (FIRE)	28.48	9.85
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SHEE0102B 01/01/1999

	Rates	Fringes
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COMMERCIAL SHEET METAL WORKER:  
Work on all commercial HVAC for  
creature comfort and computers  
clean rooms, architectural metals,  
metal roofing and lagging, over  
insulation

	27.51	9.00
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SHEE0102C 01/01/1999

	Rates	Fringes
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INDUSTRIAL SPECIALTIES SHEET METAL WORKER:  
  
Work on all air pollution control  
systems, noise abatement panels,  
blow pipe, air-veyor systems,  
dust collecting, baghouses,  
heating, air conditioning, and  
ventilating (other than creature  
comfort) and all other industrial  
work, including metal insulated  
ceilings

	25.21	12.82
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TEAM0011I 07/01/1998

	Rates	Fringes
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EDWARDS AFB, FORT IRWIN, GEORGE AFB, MARINE CORPS LOGISTIC BASE  
AT NEBO & YERMO, TWENTY-NINE PALMS BASE

TRUCK DRIVERS:

GROUP 1	21.79	11.89
GROUP 2	21.94	11.89
GROUP 3	22.07	11.89
GROUP 4	22.26	11.89
GROUP 5	22.20	11.89
GROUP 6	22.32	11.89
GROUP 7	22.57	11.89
GROUP 8	22.82	11.89
GROUP 9	23.02	11.89
GROUP 10	23.32	11.89
GROUP 11	23.82	11.89

REMAINDER OF COUNTY:

GROUP 1	19.79	11.89
GROUP 2	19.94	11.89
GROUP 3	20.07	11.89
GROUP 4	20.26	11.89
GROUP 5	20.20	11.89
GROUP 6	20.32	11.89
GROUP 7	20.57	11.89
GROUP 8	20.82	11.89
GROUP 9	21.02	11.89

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SECTION 00750

	RATE OF WAGES	
GROUP 10	21.32	11.89
GROUP 11	21.82	11.89

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck-mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axle; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. or more water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).  
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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

\* an existing published wage determination

## SECTION 00750

### RATE OF WAGES

- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a  
position on a wage determination matter
- \* a conformance (additional classification and rate)  
ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION



## SECTION 00750

## RATE OF WAGES

General Decision Number CA990040

General Decision Number CA990040

Superseded General Decision No. CA980040

State: California

Construction Type:

BUILDING

DREDGING

HEAVY

HIGHWAY

County(ies):

VENTURA

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/1999
1	04/16/1999
2	05/28/1999
3	06/04/1999

COUNTY(ies):

VENTURA

ASBE0005B 09/21/1997

	Rates	Fringes
INSULATOR/ASBESTOS WORKER		
Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems	28.21	7.53

ASBE0208B 06/01/1996

	Rates	Fringes
ASBESTOS REMOVAL WORKER/ HAZARDOUS MATERIAL HANDLER		
Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not	19.70	4.81

BOIL0092F 10/01/1998

	Rates	Fringes
BOILERMAKER	28.81	9.81
TUBE WELDER	30.31	9.81

BRCA0004W 05/01/1997

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	24.06	5.23

BRCA0018H 06/01/1996

	Rates	Fringes
TILE SETTER	22.84	3.95

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## SECTION 00750

## RATE OF WAGES

BRCA0018K 06/01/1996		
	Rates	Fringes
TERRAZZO WORKER	25.97	4.15
TERRAZZO FINISHER	20.16	4.15

* CARP0002A 07/01/1998		
	Rates	Fringes
CARPENTERS:		
Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer	24.75	6.28
Shingler	24.88	6.28
Roof loader of shingles	17.42	6.28
Saw filer	24.83	6.28
Table power saw operator	24.85	6.28
Pneumatic nailer or power stapler	25.00	6.28
Fence builder	22.30	6.28
Millwright	25.25	6.28
Pile driver; Derrick barge; Bridge or dock carpenter; Cable splicer; Heavy framer; Rockslinger	24.88	6.28
Head rockslinger	24.98	6.28
Rock barge or scow	24.78	6.28
Scaffold builder	19.00	6.28

## FOOTNOTE:

Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0002B 07/01/1998		
	Rates	Fringes
DIVERS:		
Diver, wet	54.76	6.28
Diver, stand-by	27.38	6.28
Diver tender	26.38	6.28

CARP0002Q 07/01/1998		
	Rates	Fringes
DRYWALL INSTALLERS:		
Work on wood-framed apartment buildings over 4 stories	19.00	6.28
All other work	24.75	6.28
DRYWALL STOCKER/SCRAPPER	10.00	4.27

CARP0003H 07/01/1998		
	Rates	Fringes
MODULAR FURNITURE INSTALLER	12.00	4.05
LOW WALL MODULAR TECHNICIAN	16.72	4.05
FULL WALL TECHNICIAN	21.00	4.05

ELEC0011F 01/01/1997		
	Rates	Fringes
DACA09-99-R-0012		

# SECTION 00750

## RATE OF WAGES

### COMMUNICATIONS AND SYSTEMS WORK:

#### COMMUNICATIONS & SYSTEMS:

Installer	18.03	3% + 3.50
Technician	19.78	3% + 3.50

#### SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside wireman total cost package.

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ELEC0952A 04/01/1999

	Rates	Fringes
ELECTRICIANS:		
Area within 32 road miles from the nearest basing point:		
Electrician	28.25	3%+8.35
Cable splicer	31.08	3%+8.35
Remainder of Ventura County:		
Electrician	33.25	3%+8.35
Cable splicer	36.08	3%+8.35

#### FOOTNOTE:

Basing points: the main Post Office in the cities of Camarillo, Oak View, Oxnard, Santa Paula and Ventura.  
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\* ELEC1245A 06/02/1999

	Rates	Fringes
LINE CONSTRUCTION (includes outside utility transmission work):		
Line worker; Cable splicer	30.39	4.5%+6.78
Powder worker	28.87	4.5%+6.54
Ground person	19.75	4.5%+6.50
Line worker, welding	31.91	4.5%+7.02

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ELEV0018A 09/15/1998

	Rates	Fringes
ELEVATOR MECHANIC	31.025	6.675

#### FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and

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## SECTION 00750

## RATE OF WAGES

Friday after, and Christmas Day.

\* ENGI0012C 07/01/1998

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	25.05	10.15
GROUP 2	25.83	10.15
GROUP 3	26.12	10.15
GROUP 4	26.51	10.15
GROUP 5	27.61	10.15
GROUP 6	26.73	10.15
GROUP 7	26.84	10.15
GROUP 8	27.94	10.15
GROUP 9	26.96	10.15
GROUP 10	28.06	10.15
GROUP 11	27.13	10.15
GROUP 12	27.23	10.15
GROUP 13	27.26	10.15
GROUP 14	27.34	10.15
GROUP 15	27.46	10.15
GROUP 16	27.63	10.15
GROUP 17	27.73	10.15
GROUP 18	27.84	10.15
GROUP 19	27.96	10.15
GROUP 20	28.13	10.15
GROUP 21	28.23	10.15
GROUP 22	28.34	10.15
GROUP 23	28.46	10.15
GROUP 24	28.63	10.15
CRANES, PILEDIVING & HOISTING EQUIPMENT:		
GROUP 1	25.30	10.15
GROUP 2	26.08	10.15
GROUP 3	26.37	10.15
GROUP 4	26.51	10.15
GROUP 5	26.73	10.15
GROUP 6	26.84	10.15
GROUP 7	26.96	10.15
GROUP 8	27.13	10.15
GROUP 9	27.30	10.15
GROUP 10	28.30	10.15
GROUP 11	29.30	10.15
GROUP 12	30.30	10.15
GROUP 13	31.30	10.15
TUNNEL WORK:		
GROUP 1	26.58	10.15
GROUP 2	26.87	10.15
GROUP 3	27.01	10.15
GROUP 4	27.23	10.15
GROUP 5	27.34	10.15
GROUP 6	27.46	10.15
GROUP 7	27.76	10.15

## FOOTNOTES:

Combination Mixer and Compressor Operator on gunite work shall be classified as a Concrete Mobile Mixer Operator.

Workers required to suit up and work in a hazardous material environment: \$1.00 per hour additional.

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Barge, brake, compressor operator, Ditch Witch, with seat or similar type equipment, elevator operator - inside, engineer oiler, generator operator, generator, pump or compressor plant operator, pump operator, signal, switch

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## SECTION 00750

### RATE OF WAGES

GROUP 2: Asphalt-rubber plant operator (nurse tank operator), concrete mixer operator - skip type, conveyor operator, fire person, hydrostatic pump operator, oiler crusher (asphalt or concrete plant), skiploader (wheel type up to 3/4 yd. without attachment), tar pot fire person, temporary heating plant operator, trenching machine oiler

GROUP 3: Asphalt-rubber blend operator, equipment greaser (rack), Ford Ferguson (with dragtype attachments), helicopter radio (ground), stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fire person, backhoe operator (mini-max or similar type), boring machine operator, box or mixer (asphalt or concrete), chip spreading machine operator, concrete cleaning decontamination machine operator, concrete pump operator (small portable), drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum), equipment greaser (grease truck), guard rail post driver operator, highline cableway signal, hydra-hammer-aero stomper, power concrete curing machine operator, power concrete saw operator, power-driven jumbo form setter operator, power sweeper operator, roller operator (compacting), screed operator (asphalt or concrete), trenching machine operator (up to 6 ft.)

GROUP 5: Equipment greaser (grease truck/multi-shift)

GROUP 6: Asphalt plant engineer, batch plant operator, bit sharpener, concrete joint machine operator (canal and similar type), concrete planer operator, deck engine operator, derrick (oilfield type), drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types -

drilling depth of 45' maximum), drilling machine operator (including water wells incidental to building, heavy or highway construction), hydrographic seeder machine operator (straw, pump or seed), Jackson track maintainer, or similar type, Kalamazoo switch tamper, or similar type, machine tool operator, Maginnis internal full slab vibrator, mechanical berm, curb or gutter (concrete or asphalt), mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar), pavement breaker operator (truck mounted), road oil mixing machine operator, roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck), self-propelled tar pipelining machine operator, skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.), slip form pump operator (power driven hydraulic lifting device for concrete forms), tractor operator - bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types), tugger hoist operator (1 drum), ultra high pressure waterjet cutting tool system operator, vacuum blasting machine operator

GROUP 7: Asphalt or concrete spreading operator (tamping or finishing), asphalt paving machine operator (Barber Greene or similar type), asphalt-rubber distribution operator, backhoe operator (up to and including 3/4 yd.), small Ford, Case or similar, cast-in-place pipe laying machine operator, combination mixer and compressor operator (gunite work), compactor operator (self-propelled), concrete mixer operator (paving), crushing plant operator, drill doctor, drilling machine operator, bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum), elevating grader

## SECTION 00750

### RATE OF WAGES

operator, grade checker, gradall operator, grouting machine operator, heavy-duty repair person, heavy equipment robotics operator, Kalamazoo balliste regulator or similar type, Kolman belt loader and similar type, Le Tourneau blob compactor or similar type, loader operator (Athey, Euclid, Sierra and similar types), pneumatic concrete placing machine operator (Hackley-Presswell or similar type), pumpcrete gun operator, rotary drill operator (excluding caisson type), rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck), rubber-tired scraper operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit), self-propelled curb and gutter machine operator, skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.), soil remediation plant operator, surface heaters and planer operator, tractor compressor drill combination operator, tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - bulldozer, tamper, scraper and push tractor single engine), tractor operator (boom attachments), traveling pipe wrapping, cleaning and bending machine operator, trenching machine operator (over 6 ft. depth capacity, manufacturer's rating), ultra high pressure waterjet cutting tool system mechanic

GROUP 8: Heavy-duty repair person (multi-shift)

GROUP 9: Drilling machine operator, bucket or auger types (Calweld 200 B bucket or similar types - Watson 3000 or 5000 auger or similar types - Texoma 900 auger or similar types - drilling depth of 105' maximum), dual drum mixer, dynamic compactor LDC350 (or similar types), heavy-duty repair-welder combination, monorail locomotive operator (diesel, gas or electric), motor patrol - blade operator (single engine), multiple engine tractor operator (Euclid and similar type - except Quad 9 cat.), rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), tower crane repair person, tractor loader operator (crawler and wheel type over 6-1/2 yds.), Woods mixer operator (and similar Pugmill equipment)

GROUP 10: Heavy-duty repair-welder combination (multi-shift)

GROUP 11: Auto grader operator, automatic slip form operator, drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum), hoe ram or similar with compressor, mass excavator operator, mechanical finishing machine operator, mobile form traveler operator, motor patrol operator (multi-engine), pipe mobile machine operator, rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck), rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 12: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 13: Canal liner operator, canal trimmer operator, remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional), wheel excavator

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**SECTION 00750**

**RATE OF WAGES**

operator

GROUP 14: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine - up to and including 25 yds. struck)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds.

struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck), tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 17: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 18: Rotex concrete belt operator (or similar types), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 19: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

## SECTION 00750

### RATE OF WAGES

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 24: Concrete pump operator - truck mounted, rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes load, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist operator; Polar gantry crane operator; Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds. mrc)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick

or similar type (over 100 tons up to and including 200 tons mrc)  
Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)



## SECTION 00750

### RATE OF WAGES

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinky locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy-duty repair/welder combination

GROUP 7: Tunnel mole boring machine operator

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ENGI0012D 08/01/1998

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
DREDGING:		
Lever person	30.75	10.15
Dozer operator	27.28	10.15
Welder; Deckmate	27.17	10.15
Winch operator (stern winch on dredge)	26.62	10.15
Fire person - oiler; Leveehand;		
Deckhand; Barge person	26.08	10.15
Barge mate	26.69	10.15

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\* IRON0001S 07/01/1998

	Rates	Fringes
IRONWORKERS:		
Fence erector	22.79	13.17
Ornamental, reinforcing and structural	23.68	13.17

#### FOOTNOTE:

Work at Port Hueneme and Port Mugu: \$1.00 per hour additional.

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# SECTION 00750

## RATE OF WAGES

LABO0001B 07/01/1998

	Rates	Fringes
BRICK TENDER	18.08	9.34

LABO0002H 07/01/1998

	Rates	Fringes
LABORERS:		
GROUP 1	17.83	9.39
GROUP 2	18.23	9.39
GROUP 3	18.43	9.39
GROUP 4	19.48	9.39
GROUP 5	19.68	9.39

TUNNEL LABORERS:

GROUP 1	20.74	9.39
GROUP 2	20.86	9.39
GROUP 3	21.02	9.39
GROUP 4	21.30	9.39

GUNITE LABORERS:

GROUP 1	20.86	11.02
GROUP 2	19.91	11.02
GROUP 3	16.40	11.02

HOUSEMOVERS (ONLY WHERE HOUSEMOVING IS INCIDENTAL TO A CONSTRUCTION CONTRACT):

Housemover	15.50	8.38
Yard maintenance person	15.25	8.38

FOOTNOTE:

GUNITE PREMIUM PAY:

Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates.  
 Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis.  
 Any work performed on, in or above any smoke stack, silo,

storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

## LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface;

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## SECTION 00750

### RATE OF WAGES

Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and

similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Welding in connection with laborers' work

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond,

## SECTION 00750

### RATE OF WAGES

wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Bull gang mucker, track person; Changehouse person; Concrete crew, including rodder and spreader; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.); Vibrator person, jack hammer, pneumatic tools (except driller)

GROUP 3: Blaster, driller, powder person; Chemical grout jet

person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

#### GUNITE LABORER CLASSIFICATIONS

GROUP 1: Nozzle person and rod person

GROUP 2: Gun person

GROUP 3: Rebound person

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LABO0585A 07/01/1998		
	Rates	Fringes
PLASTERER TENDER	17.89	8.88
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LABO0882A 01/01/1997		
	Rates	Fringes
ASBESTOS REMOVAL LABORER	10.37	3.51

SCOPE OF WORK: includes site mobilization, initial site clean-up, site preparation, removal of asbestos-containing material and toxic waste (including lead abatement and any other toxic materials), encapsulation, enclosure and disposal of asbestos-containing materials and toxic waste (including lead abatement and any other toxic materials) by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers, and assembly of decontamination stations.

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LABO1184A 07/01/1998		
	Rates	Fringes
LABORERS - STRIPING:		
GROUP 1	18.36	7.85
GROUP 2	18.76	7.85
GROUP 3	20.33	7.85
GROUP 4	21.33	7.85

SECTION 00750

RATE OF WAGES

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweepers

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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PAIN0036B 07/01/1998

Rates

Fringes

PAINTERS (including lead abatement):

Work on service stations and  
and car washes; Small new  
commercial work (defined  
as construction up to and  
including 3 stories in  
height, such as small  
shopping centers, small  
stores, small office  
buildings and small food  
establishments); Small  
new industrial work  
(defined as light metal  
buildings, small warehouses,  
small storage facilities and  
tilt-up buildings); Repaint  
work (defined as repaint of  
any structure with the  
exception of work involving  
the aerospace industry,  
breweries, commercial  
recreational facilities,  
hotels which operate  
commercial establishments  
as part of hotel service,  
and sports facilities);  
Tenant improvement work  
(defined as tenant  
improvement work not

included in conjunction with  
the construction of the

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building, and all repainting of tenant improvement projects	17.20	5.56
All other work	21.49	5.56
All military bases:		
Iron & steel	21.69	5.56
High iron & steel (structural steel and components above 30 ft.)	22.69	5.56
Steeplejack	23.69	5.56

PAIN0036H 07/01/1997

	Rates	Fringes
DRYWALL FINISHERS:		
Work on wood frame structures	18.00	3.34
All other work	24.06	5.52

PAIN0636B 06/01/1998

	Rates	Fringes
GLAZIER	25.05	7.23

## FOOTNOTES:

Work in a condor, from the third (3rd) floor and up: \$1.25 per hour additional.

Work on the outside of the building from a swing stage or any suspended contrivance, from the ground up: \$1.25 per hour additional.

PAIN1247B 10/01/1997

	Rates	Fringes
SOFT FLOOR LAYER	24.10	6.07

PLAS0200D 08/06/1997

	Rates	Fringes
PLASTERER	24.13	4.04

PLAS0500B 07/01/1998

	Rates	Fringes
CEMENT MASONS:		

Work on projects where the total permit value of the general and all subcontracts is \$12 million or less:

Cement Mason; curb and gutter machine; Clary and similar type of screed operator (cement only); grinding machine (all types);

Jackson vibratory, Texas screed and similar type screed operator; scoring machine operator

	18.85	8.43
--	-------	------

Cement mason (magnesite, magnesite - terrazzo and mastic composition, epoxy, urethanes and exotic coatings, Dex-O-Tex)

	18.97	8.43
--	-------	------

Cement mason, floating and troweling machine operator

	19.10	8.43
--	-------	------

All other work:

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## RATE OF WAGES

Cement mason; curb and gutter machine operator; Clary and similar type of screed operator (cement only); grinding machine (all types); Jackson vibratory, Texas screed and similar type screed operator; scoring machine operator	20.81	10.43
Cement mason (magnesite, magnesite - terrazzo and mastic composition, epoxy, urethanes and exotic coatings, Dex-O-Tex)	20.93	10.43
Cement Mason - floating and troweling machine operator	21.06	10.43

## FOOTNOTE:

Work on a swinging stage, bosun chair, or suspended scaffold, whether swinging or rigid, above or below ground: \$0.25 per hour additional.

PLUM0016A 07/01/1998		
	Rates	Fringes
PLUMBER & PIPEFITTER:		
Work on strip malls, light commercial, tenant improvement and remodel work	20.36	8.35
Work on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space	24.69	10.47
All other work	25.53	11.02
SEWER AND STORM DRAIN WORK	17.29	10.02

PLUM0345A 07/01/1998		
	Rates	Fringes
LANDSCAPE & IRRIGATION FITTER	23.23	6.80

ROOF0036B 09/01/1996		
	Rates	Fringes
ROOFERS:		
Roofer	21.77	6.385
Preparer (duties limited to the following: Roof removal of any type of roofing or roofing material; or spudding, or sweeping; and/or clean-up; and/or preload in, or in preparing the roof for application of roofing, damp and/or waterproofing material)	16.24	1.00

## FOOTNOTE:

Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour "pitch premium" pay.

## SECTION 00750

## RATE OF WAGES

SFCA0669J 04/01/1999

	Rates	Fringes
DOES NOT INCLUDE PORT HUENEME, PORT MUGU, THE CITY OF SANTA PAULA, AND THAT PART OF VENTURA COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:		

SPRINKLER FITTER (FIRE)	27.35	6.40
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SFCA0709A 09/01/1998

	Rates	Fringes
PORT HUENEME, PORT MUGU, THE CITY OF SANTA PAULA, AND THAT PART OF VENTURA COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:		

SPRINKLER FITTER (FIRE)	28.48	9.85
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SHEE0273B 08/01/1998

	Rates	Fringes
SHEET METAL WORKER	25.05	9.24

TEAM0011E 07/01/1998

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	19.79	11.89
GROUP 2	19.94	11.89
GROUP 3	20.07	11.89
GROUP 4	20.26	11.89
GROUP 5	20.20	11.89
GROUP 6	20.32	11.89
GROUP 7	20.57	11.89
GROUP 8	20.82	11.89
GROUP 9	21.02	11.89
GROUP 10	21.32	11.89
GROUP 11	21.82	11.89

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck-mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axle; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

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GROUP 7: A Frame, Swedish crane or similar; Forklift driver;  
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck  
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles  
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull  
- single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine  
with attachments; Winch truck driver - \$1.25 additional when  
operating winch or similar special attachments

-----  
WELDERS - Receive rate prescribed for craft performing operation  
to which welding is incidental.

=====

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29 CFR 5.5(a)(1)(v)).

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In the listing above, the "SU" designation means that rates  
listed under that identifier do not reflect collectively  
bargained wage and fringe benefit rates. Other designations  
indicate unions whose rates have been determined to be  
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a  
position on a wage determination matter
- \* a conformance (additional classification and rate)  
ruling

On survey related matters, initial contact, including requests  
for summaries of surveys, should be with the Wage and Hour  
Regional Office for the area in which the survey was conducted  
because those Regional Offices have responsibility for the  
Davis-Bacon survey program. If the response from this initial  
contact is not satisfactory, then the process described in 2.)  
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal  
process described here, initial contact should be with the Branch  
of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an  
interested party (those affected by the action) can request

**SECTION 00750**

**RATE OF WAGES**

review and reconsideration from the Wage and Hour Administrator  
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.

Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

**SECTION 00750A**  
**PRE-AWARD SURVEY INFORMATION**

**1. INSTRUCTIONS FOR PREPARING PRE-AWARD SURVEY**

In accordance with Section 00150, Paragraph 7.1.3, Determination of Responsibility of the contractor by the Contracting Officer, please provide the following information in order to perform a pre-award survey on your firm:

1. List of projects completed for the past three years, including dollar amount of each contract.

2. List of projects in progress, percentage of work completed, including dollar value of each contract.

3. The name and qualifications of the employee designated to act as the Project Superintendent/Manager for this contract.

4. Copy of latest financial statement.

5. General description of your firm.

Please include this information in a separate envelope marked Pre-Award Survey with the Price/Cost Proposal.

(END OF SECTION 00750A)

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SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

1 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of TO BE ESTABLISHED PER TASK ORDER for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through contract performance period to include one base period and two option periods, if exercised by the Contracting Officer.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$3,000,000.00;

(2) Any order for a combination of items in excess of \$3,000,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates

only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last completion date of any task order issued against this contract by the Contracting Officer.

(End of clause)

5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within one year; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

(End of clause)

6 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

7 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

8 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

9 52.228-14 IRREVOCABLE LETTER OF CREDIT (OCT 1997)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall

provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

(Issuing Financial Institution's Letterhead or Name and Address)

Issue Date \_\_\_\_\_

Irrevocable Letter of Credit No. \_\_\_\_\_

Account party's name \_\_\_\_\_

Account party's address \_\_\_\_\_

For Solicitation No. \_\_\_\_\_

(For reference only)

TO: (U.S. Government agency)

(U.S. Government agency's address)

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$\_\_\_\_\_. This Letter of Credit is payable at (issuing financial institution's and, if any, confirming financial institution's) office at (issuing financial institution's address and, if any, confirming financial institution's address) and expires with our close of business on \_\_\_\_\_, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. (This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.) It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ (state of confirming financial institution, if any, otherwise state of issuing financial institution).

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

(Issuing financial institution)

(f) The following format shall be used by the financial institution to confirm an ILC:

(Confirming Financial Institution's Letterhead or Name and Address)

Date \_\_\_\_\_ 19\_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_\_

Beneficiary: \_\_\_\_\_

(U.S. Government agency)

Issuing Financial Institution: \_\_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_\_ (name of issuing financial



institution) for drawings of up to United States dollars \_\_\_\_\_/U.S. \$\_\_\_\_\_ and expiring with our close of business on \_\_\_\_\_ (the expiration date), or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_\_.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. (This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.) It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ (state of confirming financial institution).

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

(Confirming financial institution)

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

\_\_\_\_\_  
(City, State)

\_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
(Name and address of financial institution)

Pay to the order of \_\_\_\_\_

(Beneficiary Agency)

the sum of United States \$ \_\_\_\_\_

This draft is drawn under \_\_\_\_\_

Irrevocable Letter of Credit No. \_\_\_\_\_

By: \_\_\_\_\_

(Beneficiary Agency)

(End of clause)

10 52.228-15 Performance and Payment Bonds--Construction (SEP 1996)

(a) Definitions. As used in this clause--

Contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) Unless the resulting contract price is \$100,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25):

(i) The penal amount of performance bonds shall be 100 percent of the original contract price.

(ii) The Government may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

(iii) The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(2) Payment Bonds (Standard Form 25-A):

- (i) The penal amount of the payment bonds shall equal--
- (A) 50 percent of the contract price if the contract price is not more than \$1 million;
- (B) 40 percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (C) \$2.5 million if the contract price is more than \$5 million.
- (ii) If the original contract price is \$5 million or less, the Government may require additional protection if the contract price is increased. The penal amount of the total protection shall meet the requirement of subparagraph (b)(2)(i) of this clause.
- (iii) The Government may secure additional protection by directing the Contractor to increase the penal sum of the existing bond or to obtain an additional bond.
- (c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.
- (d) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.
- (End of clause)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

12 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20%) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

(R 7-603.15 1965 JAN)

(R 1-18.104)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by

N/A

(b) Weather conditions - The Contractor shall satisfy himself as to the hazards likely to arise from weather conditions.

(c) Transportation facilities - The Contractor shall make his own investigation of the conditions of existing public and private roads and clearances, restrictions, bridge load limits and other limitations affecting transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereof shall not become a basis for claims against the Government or extensions of time for completion of the work.

(d) N/A

(End of clause)  
(R 7-603.25 1965 JAN)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from

responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

15 52.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (DEC 1991)

(a) The Government--

(1) Will provide the Contractor, 0 sets Plans and Specs are provided on CD-ROM.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	and	Drawing No.
-------	------	-----	-------------

To be determined by Task Orders issued against the contract.

(End of clause)

16 52.236-7005 AIRFIELD SAFETY PRECAUTIONS (DEC 1991)

(a) Definitions. As used in this clause--

(1) "Landing areas" means--

(i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(ii) The clear zone beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;

(iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.

(2) "Safety precaution areas" means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

(i) The approach-departure clearance surface is an extension of the

primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.

(ii) The approach-departure clearance zone is the ground area under the approach-departure clearance surface.

(iii) The transitional surface is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(A) The inclined plane in each case begins at the edge of the surface.

(B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the--

(1) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or

(2) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

(b) General. (1) The Contractor shall comply with the requirements of this clause while--

(i) Operating all ground equipment (mobile or stationary);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(2) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall--

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is--

(i) Closed by order of the Contracting Officer; and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations--

(i) Approved by the Contracting Officer;

(ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(d) Landing areas. The Contractor shall--

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer;

(2) Outline those landing areas hazardous to aircraft, using (unless

otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety precaution areas. The Contractor shall--

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

(End of clause)

17 52.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) Definitions. As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense (DoD)" means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for

transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract.

Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	Item Description	Contract Line Items	Quantity
Total.....			

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(End of clause)

18 52.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996)

(a) Definitions.



"Major defense program" means a program that is carried out to produce or acquire a major system (as defined in 10 U.S.C. 2302(5)) (see also DoD 5000.2-R, Mandatory Procedures for Major Defense Acquisition Programs (MDAPs) and Major Automated Information System (MAIS) Acquisition Programs).

"Substantial reduction" means a reduction of 25 percent or more in the total dollar value of funds obligated by the contract.

(b) Section 1372 of the National Defense Authorization Act for Fiscal Year 1994 (Pub. L. 103-160) and Section 824 of the National Defense Authorization Act for Fiscal Year 1997 (Pub. L. 104-201) are intended to help establish benefit eligibility under the Job Training Partnership Act (29 U.S.C. 1661 and 1662) for employees of DoD contractors and subcontractors adversely affected by contract terminations or substantial reductions under major defense programs.

(c) Notice to employees and state and local officials. Within 2 weeks after the Contracting Officer notifies the Contractor that contract funding will be terminated or substantially reduced, the Contractor shall provide notice of such anticipated termination or reduction to--

(1) Each employee representative of the Contractor's employees whose work is directly related to the defense contract; or

(2) If there is no such representative, each such employee;

(3) The State dislocated worker unit or office described in section 311(b)(2) of the Job Training Partnership Act (29 U.S.C. 1661(b)(2)); and

(4) The chief elected official of the unit of general local government within which the adverse effect may occur.

(d) Notice to subcontractors. Not later than 60 days after the Contractor receives the Contracting Officer's notice of the anticipated termination or reduction, the Contractor shall--

(1) Provide notice of the anticipated termination or reduction to each first-tier subcontractor with a subcontract of \$500,000 or more; and

(2) Require that each such subcontractor--

(i) Provide notice to each of its subcontractors with a subcontract of \$100,000 or more; and

(ii) Impose a similar notice and flowdown requirement to subcontractors with subcontracts of \$100,000 or more.

(e) The notice provided an employee under paragraph (c) of this clause shall have the same effect as a notice of termination to the employee for the purposes of determining whether such employee is eligible for training, adjustment assistance, and employment services under section 325 or 325A of the Job Training Partnership Act (29 U.S.C. 1662d, 1662d-1). If the Contractor has specified that the anticipated contract termination or reduction is not likely to result in plant closure or mass layoff, as defined in 29 U.S.C. 2101, the employee shall be eligible only for services under section 314(b) and paragraphs (1) through (14), (16), and (18) of section 314(c) of the Job Training Partnership Act (29 U.S.C. 1661c(b) and paragraphs (1) through (14), (16), and (18) of section 1661c(c)).

(End of clause)

19 52.1-4001 CONTRACT ADMINISTRATION DATA

The Contract Administration Office for this contract subsequent to award is:

Department of the Army  
Los Angeles District, Corps of Engineers  
P.O. Box 532711  
Los Angeles, California 90053-2325  
ATTN: Ms. Tina Davis-Frazier  
Telephone No: Area Code (213) 452-3252

Payment will be made by:

USACE Finance Center  
ATTN: CEFC-AO-P  
5270 Integrity Drive  
Millington, TN 38054-5005

Submit Invoices to:

Refer to Block No. 26 of the Standard Form 1442, "Solicitation, Offer and Award" which will be completed at the time of contract award.

20 52.28-4001 REQUIRED INSURANCE

Insurance is required as follows:

- a. Either Workman's Compensation or Employer's Liability Insurance with a minimum limit of \$100,000.00.
  - b. General Liability. The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form or policy of at least \$500,000.00 per occurrence.
  - c. Automobile Liability Insurance for Bodily Injury and Property Damage with minimum limits of \$200,000.00 for injury or death of any one person; \$500,000.00 for each accident or occurrence of bodily injury liability; and \$20,000.00 for each accident or occurrence for property liability.
  - d. In every case the insurance coverage shall amount to at least the limits stated above. However, where the Financial Responsibility Compulsory Insurance Law of the State in which the installation is located requires higher limits, the Automobile Liability Insurance Policy should provide coverage of at least those limits.
- Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Office a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective until 10 days after written notice thereof to the Contracting Officer.
- The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

21 52.211-4001 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

FAR 52.211-10

The Contractor shall be required to (a) commence work under each individual order as determined at time of execution of the order, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the time stated in the individual order. The time stated for completion shall include final cleanup of the premises.

22 52.231-4001 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

EFARS 52-231-5000

- (a) Allowable costs for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region VII. Working conditions shall be considered to be average for determining equipment rates using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.
- (b) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.
- (c) When actual equipment costs are proposed and the total amount

of the pricing action is over \$25,000, cost or pricing data shall be submitted on Standard Form 1411, "Contract Pricing Proposal Cover Sheet." By submitting cost or pricing data, the contractor grants to the contracting officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the contractor shall certify that the equipment costs of pricing data submitted are accurate, complete and current.

(End of clause)

23 52.239-4001 YEAR 2000 COMPLIANCE FOR CONSTRUCTION CONTRACTS

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable) all information technology contained therein shall be Year 2000 compliant. Specifically:

b. The contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to Government acceptance.

24 52.249-4001 BASIS FOR SETTLEMENT OF PROPOSALS EFARS 52.249-5000

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total costs basis, the following principals will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable and unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Statement)

END OF SECTION 00800

DACA09-99-R-0012  
00800-14